```
Page 1
                    BEFORE THE
 1
     NORTH CAROLINA UTILITIES COMMISSION
 2
            Docket No. P-772, Sub 8
 3
            Docket No. P-913, Sub 5
            Docket No. P-989, Sub 3
            Docket No. P-824, Sub 6
 4
            Docket No. P-1202, Sub 4
 5
 6
     In the Matter of
 7
     Joint Petition NewSouth
     Communications Corp., et al. for )
     Arbitration with BellSouth
     Telecommunications, Inc.
                                        )
 9
                         Raleigh, North Carolina
                         Tuesday, June 29, 2004
10
11
               Deposition of ERIC FOGLE,
12
13
          a witness herein, called for
14
     examination by counsel for the Joint
15
     Petitioners, in the above-entitled action,
16
     pursuant to Notice, the witness being duly
17
     sworn by Nicole Ball Fleming, Court
18
     Reporter and Notary Public in and for the
     State of North Carolina, taken at the
19
20
     offices of Parker Poe Adams & Bernstein,
21
     150 Fayetteville Street Mall, Suite 1400,
22
     Raleigh, North Carolina, beginning at 9:06
     a.m., on Tuesday, June 29, 2004, such
23
24
     proceedings being taken stenographically
25
     by Nicole Ball Fleming.
```

	Page 2	Page 4
1	APPEARANCES OF COUNSLL	1 STIPULATIONS
2		2 Prior to examination of the witness counsel for the parties stipulated and
3	On behalf of the Joint Petitioners	3 agreed as follows
1 4	Stephanic lovee	4 1 Stud deposition shall be taken for
	John I Heitmann	the purpose of discovery or for use as 5 evidence in the above-entitled action or
5	Kelley Drye & Warren	for both purposes as permitted by the
1	1200 19th Street NW	6 applicable rules of civil procedure 7 2 Any objections of any party hereto as
6	Suite 500	to Notice of the taking of said deposition
1 "	Washington DC 20036	8 or as to the time and place thereof or as
] ,	Washington DC 20010	to the competency of the person before 9 whom the same shall be taken are hereby
7 .	(X.1.1.18 (1) NO. 4	waived
8	On behalf of BellSouth	10 3 Objection to questions and motions to
9	Robert A. Culpepper	11 strike inswers need not be made during the
1	lim Meza	talang of this deposition, but may be made 12 for the first time during the progress of
10	BellSouth Legal Department	12 for the first time during the progress of the first of this case or at any pictual
1	675 West Peachtree Street NF	13 herring held before the Judge for the
11	Suite 4300	purpose of ruling thereon or at any other 14 hearing of said case at which said
	Atlanta GA 30375	deposition might be used except that in
12		15 objection as to the form of a question
13	•	must be made at the time such question is 16 asked or objection is waived as to the
14		form of the question
15		17 4 That all formalities and requirements
16		18 of the Statute with respect to any
17		formalities not herein expressly waived
18		19 are hereby warved, especially including the right to move for the rejection of
19		20 this deposition before trial for any
		rrigid in the taking of the same 21 citler in whole or in part or for any
20		other cause
21		22
22		5 That the sealed original transcript 23 of this deposition shall be mailed
23		first-class postage or hand-delivered to
24		24 the party taking the deposition or its attorney for preservation and delivery to
25		25 the Court, if and when necessary
	Page 3 INDEX TO EXAMINATIONS & 1.5 HIBLIS	Page 5
13 14 15 16 17	Page 3 INDEX TO EXAMINATIONS & EXHIBITS	Page 5 1 (DEPOSITION EXHIBIT NO 1 WAS MARKED) 2 ERIC FOGLE, 3 having been duly sworn, 4 testified as follows 5 MS JOYCE This deposition will 6 be conducted in accordance with the 7 general stipulations as set forth in the 8 Civil Rules of Procedure 9 DIRECT EXAMINATION 10 BY MS JOYCE 11 Q Please state your name and business 12 address for the record 13 A My name is Eric Fogle My business 14 address is 675 West Peachtree Street in 15 Atlanta. Georgia 16 Q Good morning My name is Stephanic Joyce, 17 and 1 am counsel for the following 18 companies NuVox, New South, KMC, and 19 Xspedius Do you understand that they are 20 petitioners in this action? 21 A Yes, I do
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	INDEX TO EXAMINATIONS & EXHIBITS Frammation Page Direct by Ms. lovee 5 Deposition Fishbit Page 1. Notice of Deposition 5 2. Direct Testimony 9 3. Attachment 2 27 4. FCC 03-36 44 5. Lariff I CC No. 1 50 6. Hem No. 2-15-1 51 7. FCC 03-36 82 8. Special Construction Check Sheet 91 9. Attachment 4 156 10. FCC 01-204 157 11. Hem No. 4-1-1 179 12. FCC 03-36 182 13. Agreement General Terms and Conditions 203 14. Order No. PSC-03-1358-1 OF-1P 242 15. Direct Testimony of Kathy Blake 246 16. Docket No. P-100. SUB 1331 252 17. Hem No. 4-8(A)-1 272 18. Docket No. P100. SUB 1331.	Page 5 (DEPOSITION EXHIBIT NO 1 WAS MARKED) ERIC FOGLE, having been duly sworn, testified as follows MS JOYCE This deposition will be conducted in accordance with the general stipulations as set forth in the Civil Rules of Procedure DIRECT EXAMINATION BY MS JOYCE Q Please state your name and business address for the record A My name is Eric Fogle My business address is 675 West Peachtree Street in Atlanta, Georgia Q Good morning My name is Stephanic Joyce, and I am counsel for the following companies NuVox, New South, KMC, and Xspedius Do you understand that they are petitioners in this action? A Yes, I do Q And in North Carolina, they're called
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	INDEX TO EXAMINATIONS & EXHIBITS Frammation Page Direct by Ms. Toyen 5 Deposition I Subtit Page 1. Notice of Deposition 5 2. Direct Testimony 9 3. Attachment 2 27 4. FCC 03-36 44 5. Tariff I CC No. 1 50 6. Hem No. 2-15-1 51 7. FCC 03-36 82 8. Special Construction Check Sheet 91 9. Attachment 4 156 10. FCC 01-204 157 11. Hem No. 4-1-1 179 12. FCC 03-36 182 13. Agreement General Terms and Conditions 203 14. Order No. PSC-03-1358-1 OF-1P 242 15. Direct Testimony of Kathy Blake 246 16. Docket No. P-100. SUB 1331 252 17. Hem No. 4-8(A)-1 272 18. Docket No. P100. SUB 1331. Compliance Filing Executive	DEPOSITION EXHIBIT NO 1 WAS MARKED) ERIC FOGLE, having been duly sworn, testified as follows MS JOYCE This deposition will be conducted in accordance with the general stipulations as set forth in the Civil Rules of Procedure DIRECT EXAMINATION BY MS JOYCE Q Please state your name and business address for the record A My name is Eric Fogle My business address is 675 West Peachtree Street in Atlanta. Georgia Q Good morning My name is Stephanic Joyce, and I am counsel for the following companies NuVox, New South, KMC, and Xspedius Do you understand that they are petitioners in this action? A Yes, I do Q And in North Carolina, they're called competitive local providers or CLPs If I
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	INDEX TO EXAMINATIONS & EXHIBITS Frammation Page Direct by Ms. lovee 5 Deposition Fishbit Page 1. Notice of Deposition 5 2. Direct Testimony 9 3. Attachment 2 27 4. FCC 03-36 44 5. Lariff I CC No. 1 50 6. Hem No. 2-15-1 51 7. FCC 03-36 82 8. Special Construction Check Sheet 91 9. Attachment 4 156 10. FCC 01-204 157 11. Hem No. 4-1-1 179 12. FCC 03-36 182 13. Agreement General Terms and Conditions 203 14. Order No. PSC-03-1358-1 OF-1P 242 15. Direct Testimony of Kathy Blake 246 16. Docket No. P-100. SUB 1331 252 17. Hem No. 4-8(A)-1 272 18. Docket No. P100. SUB 1331.	DEPOSITION EXHIBIT NO 1 WAS MARKED) ERIC FOGLE, having been duly sworn, testified as follows MS JOYCE This deposition will be conducted in accordance with the general stipulations as set forth in the Civil Rules of Procedure DIRECT EXAMINATION BY MS JOYCE Q Please state your name and business address for the record A My name is Eric Fogle My business address is 675 West Peachtree Street in Atlanta. Georgia Q Good morning My name is Stephanic Joyce, and I am counsel for the following companies NuVox. New South, KMC, and Xspedius Do you understand that they are petitioners in this action? A Yes, I do Q And in North Carolina, they're called competitive local providers or CLPs If I use that acronym, will that make sense?
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	INDEX TO EXAMINATIONS & EXHIBITS Frammation Page Direct by Ms. Toyen 5 Deposition I Subtit Page 1. Notice of Deposition 5 2. Direct Testimony 9 3. Attachment 2 27 4. FCC 03-36 44 5. Tariff I CC No. 1 50 6. Hem No. 2-15-1 51 7. FCC 03-36 82 8. Special Construction Check Sheet 91 9. Attachment 4 156 10. FCC 01-204 157 11. Hem No. 4-1-1 179 12. FCC 03-36 182 13. Agreement General Terms and Conditions 203 14. Order No. PSC-03-1358-1 OF-1P 242 15. Direct Testimony of Kathy Blake 246 16. Docket No. P-100. SUB 1331 252 17. Hem No. 4-8(A)-1 272 18. Docket No. P100. SUB 1331. Compliance Filing Executive	DEPOSITION EXHIBIT NO 1 WAS MARKED) ERIC FOGLE, having been duly sworn, testified as follows MS JOYCE This deposition will be conducted in accordance with the general stipulations as set forth in the Civil Rules of Procedure DIRECT EXAMINATION BY MS JOYCE Q Please state your name and business address for the record A My name is Eric Fogle My business address is 675 West Peachtree Street in Atlanta. Georgia Q Good morning My name is Stephanic Joyce, and I am counsel for the following companies NuVox, New South, KMC, and Xspedius Do you understand that they are petitioners in this action? A Yes, I do Q And in North Carolina, they're called competitive local providers or CLPs If I

1 Q And if I called them competitive local 2 exchanges carriers or CLECs, would that 3 make sense to you? 4 A Yes, it would 5 Q Generally. I'm going to refer to these 6 companies as Joint Petitioners Will that 7 make sense to you? 8 A Yes, it will 9 Q Mr Fogle, do you know why you're here 10 today? 11 A 1 believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been 13 marked 1 Have you seen this document 14 before? 15 A Yes, I have 16 Q Can you tell me what it is? 17 A I so notice of deposition of Eric Fogle 18 Q Dovo recall the first time you saw this 19 document? 19 A 1 beheve I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom 22 of the first page. It states that. 23 pursuant to Rule 3 Whylo (b), the witness 24 should be prepared to respond to questions 25 related to all matters contained in the 27 witness' direct testimony that has been 28 filed continuing to the next page 3 in the above-captioned case Do you understand what that means? 29 writness' direct testimony that has been 20 G Mr Fogle, have you been deposed a policy of the above-captioned case Do you understand what that means? 3 A Yes, I do 4 A Yes, I do 5 Q And vare you deposed an onnection with a Section 251 arbitration? 4 A Yes, I do 6 Q Mr Fogle, have you been deposed before? 7 A Yes, I do 6 Q Mr Fogle, have you been deposed before? 8 A Yes, I have 8 Q Have you been deposed in connection with a employee? 10 A I don't believe I have been deposed as a fill employee? 11 A I before of the actions for which you've been deposed in connection with a given the fill of a 251 arbitration? 18 A A number of cases that involve been 19 A Yes I do 10 C Can you dell me what this document is? 2 A Yes, I do 3 A Yes, I do 4 A Yes, I do 4 A Yes, I do 5 Q And are there any medications or is there any condition that would prevent you from asswering the questions that I'm going to pose to you today? 18 A No, have you let im finish my questions before you give your answer 2 Q And any su tell me what this document				T		
2 exchanges carriers or CLECs, would that 3 make sense to you? 4 A Yes, it would 5 Q Generally. I'm going to refer to these 6 companies as Joint Petitioners. Will that 7 make sense to you? 8 A Yes, it will 9 Q Mr Fogle, do you know why you're here 10 today? 11 A 1 believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been 13 marked I. Have you seen this document 14 before? 15 A Yes, I have 16 Q Can you tell me what it is? 16 Q Can you tell me what it is? 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 20 A 1 believe I'm here to give a deposition 14 before? 15 A Yes, I do 6 Q Can you tell me what it is? 16 A Yes, I have 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 20 A I believe I'm here to give a deposition 21 A I believe I'm here to give a deposition 22 A I believe I'm here to give a deposition of the bear and you understand that the answers you give to me today could be used at a hearing as if you were present at that hearing? 20 And you understand that the court reporter cannot record a nodding of the head, and so audible answers are appreciated? 21 A Yes, I do 2 And are there any medications or is there any condition that would prevent you from answering the questions that I'm going to pose to you today? 21 A Now, I direct your attention to the bottom of the first page I to states that. 22 pursuant to Rule 30(b)(6), the witness should be prepared to respond to questions and understand what that means? 23 A Yes, I do 4 Q Mr Fogle, have you been deposed before? 4 A Yes, I do 5 Q Page 7 4 Yes, I have 5 Q Have you been deposed in connection with a Secure 25 I arbitration? 5 A Yes, I do 6 Q Mr Fogle, have you been deposed as a BellSouth employee? 6 A Yes, I have 7 Q And can you tell me what this document is? 8 A Yes, I do 9 Q Mr Fogle, have you been deposed as a BellSouth employee? 9 A Yes I'm finanding you a document tall the court reporter's ability to transcribe that	1		Page 6			ge 8
a make sense to you? 4				1		
4 Yes, I would 5 Q Generally, I'm going to refer to these 6 companies as Joint Petitioners Will that 7 make sense to you? 8 A Yes, I will 9 Q Mr Fogle, do you know why you're here 10 today? 11 A I believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been 13 marked I Have you seen this document 14 before? 15 A Yes, I have 16 Q Can you itell me what it is? 16 Q Can you itell me what it is? 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 10 A I believe I saw it in my e-mail last week 11 Q Now, I direct your attention to the bottom 12 of the first page. It states that, 13 a you kneed that the court reporter cannot record a nodding of the head, and so audible answers are appreciated? 18 A Yes, I do 19 A Yes, I do 2 A Yes, I do 3 A Yes, I do 4 O And are there any medications or is there any condition that would prevent you from answering the questions that I'm going to pose to you today? 19 A I believe I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom of the first page. It states that, 22 pursuant to Rule 30(b)(6), the witness should be prepared to respond to questions related to all matters contained in the 10 witness' direct testimony that has been filed continuing to the next page in the above-expitioned case. Do you understand what that means? 2 filed continuing to the next page in the above-expitioned case. Do you understand what that means? 2 q Yes, I do 2 Q And were you been deposed as a BellSouth employe? 2 A Yes, I have 3 Q Have you been deposed in connection with a Section 251 arbitration? 3 Q And were you deposed as a BellSouth employe? 4 A Yes 4 Yes 5 A Yes, I do 6 Q And you understand that the answers prograted? 5 A Yes, I do 9 A Yes, I do 9 A Yes, I do 9 A dean you today? 9 A Yes, I do 9 And I would ask just for sake of clarity and our court reporter's above that you let me finish my questions before you give your answer 2 Q Can you tell me what this document its? 3 A Yes I do 9						
5 Q Generally, I'm going to refer to these companies as Joint Petitioners. Will that make sense to you? 8 A Yes, it will 9 Q Mr Fogle, do you know why you're here to give a deposition to do you an exhibit that's been marked 1. Have you seen this document before? 10 The handing you an exhibit that's been marked 1. Have you seen this document before? 11 A 1 believe I'm here to give a deposition to be fore? 12 Q I'm handing you an exhibit that's been marked 1. Have you seen this document to be fore? 13 A Yes, I do 14 Q Can you tell me what it is? 16 Q Can you tell me what it is? 17 A It's a notice of deposition of Eric Fogle to you will be repared to your attention to the bottom of the first page. It states that, pursuant to Rule 30(b)(6), the witness should be prepared to respond to questions related to all matters contained in the to the document that we have you been deposed before? 1 witness' direct testimony that has been related to all matters contained in the to the above-capitioned case. Do you understand what this document is? 2 A Yes, I do 2 D Now, I direct your attention to the bottom of the first page. It states that, pursuant to Rule 30(b)(6), the witness related to all matters contained in the to the fill of the first page of the first page of the first page of the first page. It states that, pursuant to Rule 30(b)(6), the witness should be prepared to respond to questions related to all matters contained in the to the pursuant to Rule 30(b)(6), the witness and the answers are appreciated? 1 witness' direct testimony that has been flee first time you saw this document? 2 A Yes, I do 2 Q And we will all the court reporter cannot record a nodding of the head, and so audhble answers are appreciated? 3 A Yes, I do 4 Yes, I do 4 Yes, I do 5 A Yes, I do 6 Q An Out tell me what it is? 6 A Yes, I do 9 A No, there's not you loday? 8 A No, there's not you loday? 9 A Yes, I do 10 Q Can you tell me what the court reporter's ability to transcribe that you let me finish my questions before						
6 companies as Joint Petitioners Will that 7 make sense to you? 8 A Yes, it will 9 Q Mr Fogle, do you know why you're here 10 today? 11 A I believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been 13 marked I Have you seen this document 14 before? 15 A Yes, I have 16 Q Can you tell me what it is? 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 20 A I believe I'm here to give a deposition 11 double of the first page I is tates that, 21 Q Now, I direct your attention to the bottom 22 of the first page It states that, 23 pursuant to Rule 30(b)(6), the witness 24 should be prepared to respond to questions 25 related to all matters contained in the 26 Q Mr Fogle, have you been deposed before? 27 A Yes, I have 28 Q Have you been deposed as a result of a 251 arbitration? 29 A Yes, I do 40 And are there any medications or is there 41 any condition that would prevent you from 42 any condition that would prevent you from 43 any condition that would prevent you from 44 any condition that would prevent you from 45 any condition that would prevent you from 46 any could be used at a hearing as 47 yes, I do 47 yes, I do 4 A yes, I do 4 A yes, I have 4 O And are there any medications or is there 4 any condition that would prevent you from 5 any condition that would prevent you from 6 answering the questions of the eath of the court for of the farth point of the farth proving from the				4		
7 make sense to you? 8 A Yes, it will 9 Q Mr Fogle, do you know why you're here today? 11 A I believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been marked I Have you seen this document before? 13 A Yes, I have 14 A Yes, I have 15 Q Can you tell me what it is? 16 Q Can you tell me what it is? 17 A I it's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this document? 20 A I believe I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom of the first page It states that, 22 should be prepared to respond to questions 25 related to all matters contained in the 19 A Yes, I do 10 Q And you understand that the court reporter cannot record a nodding of the head, and so audible answers are appreciated? 14 Q And are there any medications or is there answering the questions that I'm going to pose to you today? 18 A No, there's not transvering the questions that I'm going to pose to you today? 19 Q And I would ask, just for sake of clarity and our court reporter's ability to transvering the questions before you give your answer 20 A Tested to all matters contained in the 10 Q And wore you give your answer any condition that would prevent you from answering the questions that I'm going to pose to you today? 19 Q And I would ask, just for sake of clarity and our court reporter's ability to transvering the questions before you give you answer 21 Q Now, I direct your attention to the bottom of the first page It states that. 22 pursuant to Rule 30(b)(6), the witness 23 A Okay 24 Q I'm handing you a document that's been marked Exhibit 2 25 related to all matters contained in the 26 Gary out tell me what this document is? 27 A Yes, I have 28 Q Have you been deposed in connection with a Section 251 arbitration? 29 A Yes, I's direct testimony of Eric Fogle transversed by Yes, I was 10 A A was this prepared for this case by yourself? 29 A Yes, I's transverse that you let me finish my questions before you give your answer 12 A Yes, I's direct testimo	5			5	A Yes, I do	
8 A Yes, I will 9 Q Mr Fogle, do you know why you're here 10 today? 11 A I believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been 13 marked I Have you seen this document 14 before? 15 A Yes, I have 16 Q Can you tell me what it is? 16 Q Ean you tell me what it is? 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 20 A I believe I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom 22 of the first page It states that, 23 pursuant to Rule 30(b)(6), the witness 24 should be prepared to respond to questions 25 related to all matters contained in the 26 Q Mr Fogle, have you been deposed before? 27 A Yes, I have 28 Q Have, you been deposed in connection with a Section 251 arbitration? 29 A I don't believe I have been deposed as a result of a 251 arbitration? 20 An dean you deposed as a BellSouth employee? 21 Q And can you describe generally the nature of the actions for which you've been deposed processes that involved complaints by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission related to why you're here in the day ou describe generally the nature of the actions for which you've been deposed as a nember of cases that involved complaints by CLECs at the Georgia Public Service 21 Commission and the Florida Public Service 22 Commission and the Florida Public Service 23 Commission and the Florida Public Service 24 Commission relating to Bell'South's policy associated with those positions for the	6			6	Q You understand that the answers you give	
8 A Yes, it will 9 Q Mr Fogle, do you know why you're here today." 11 A 1 believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been marked I Have you seen this document before? 13 A Yes, I have 16 Q Can you tell me what it is? 16 Q Do you recall the first time you saw this document? 17 A It's a notice of deposition of Eric Fogle to Q Do you recall the first time you saw this document? 18 Q Do you recall the first time you saw this document? 20 A I believe I saw it in my e-mail last week to give a deposition of the bottom of the bottom of the bottom of the first page I states that. 21 Q Now, I direct your attention to the bottom of the first page I states that. 22 pursuant to Rule 30(b)(6), the witness should be prepared to respond to questions erlated to all matters contained in the cast page - filed continuing to the next page - a mit he above-captioned case Do you understand that the court reporter cannot record a nodding of the head, and so audible answers are appreciated? 2 A Yes, I do 2 And are there any medications or is there any condition that would prevent you from answering the questions that I'm going to pose to you today." 20 A I believe I saw it in my e-mail last week 20 To A I believe I have been deposed to questions 20 To A I without a subject of the first page in	7	make sense to you?		7	to me today could be used at a hearing as	
9 Q Mr Fogle, do you know why you're here today? 11 A I believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been 13 marked I Have you seen this document 14 before? 15 A Yes, I have 16 Q Can you tell me what it is? 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 20 A I believe I'm here to give a deposition 19 document? 20 A I believe I'm here to give a deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 20 A I believe I saw it in my e-mail last week 21 Q Now, I direct your attention to the botton 22 of the first page. It states that, 23 pursuant to Rule 30(b)(6), the witness 24 should be prepared to respond to questions 25 related to all matters contained in the 26	8	A Yes, it will		8		
11 A 1 believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been 13 marked I Have you seen this document 14 before? 15 A Yes. I have 16 Q Can you tell me what it is? 17 A I's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 20 A 1 believe I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom 22 of the first page. It states that, 23 pursuant to Rule 30(b)(6), the witness 24 should be prepared to respond to questions related to all matters contained in the 1 witness' direct testimony that has been 25 in the above-captioned case. Do you understand what that means? 26 A Yes. I have 27 A Yes. I have 28 Q Have you been deposed meaning the questions are sult of a 251 arbitration? 29 A Yes. I have 30 A I don't believe I have been deposed as a result of a 251 arbitration? 41 A Yes 42 Q And were you deposed as a BellSouth endor believe I have been deposed meaning to the nature of the actions for which you've been deposed proviously? 41 A Yes 42 A Yes 43 A I was a move or defined a province of the actions for which you've been deposed the Complaints by CLECs at the Georgia Public Service 29 Commission relating to Bell South's policy.	9	Q Mr Fogle, do you know why you're here		9		
11 A believe I'm here to give a deposition 12 Q I'm handing you an exhibit that's been 13 marked I Have you seen this document 14 before? 15 A Yes. I have 15 A Yes. I have 16 Q Can you tell me what it is? 16 answering the questions that I'm going to pose to you today? 18 A No, there's not transcribe that you let me finish my diestions before you give your answer 18 A No, there's not transcribe that you let me finish my questions before you give your answer 19 Q And I would ask just for sake of clarity and our court reporter's ability to transcribe that you let me finish my questions before you give your answer 22 questions before you give your answer 23 A Okay	10	today'		10	Q And you understand that the court reporter	
12 So audible answers are appreciated? 13 A Yes, I do 14 before? 15 A Yes, I have 15 Can you tell me what it is? 16 A It's a notice of deposition of Eric Fogle 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this document? 18 Q Now, I direct your attention to the bottom 21 Q Now, I direct your attention to the bottom 22 of the first page It states that, 23 pursuant to Rule 30(b)(6), the witness should be prepared to respond to questions related to all matters contained in the Page 7 1 witness' direct testimony that has been filed continuing to the next page in the above-captioned case Do you 4 understand what that means? 5 A Yes, I have 8 Q Have you been deposed means a result of a 251 arbitration? 10 A I don't believe I have been deposed as a result of a 251 arbitration? 11 Q And are there any medications or is there any condition that would prevent you from answering the questions that I'm going to pose to you today? 18 A No, there's not 19 Q And I would ask just for sake of clarity and our court responts that I'm going to pose to you today? 18 A No, there's not 19 Q And I would ask just for sake of clarity and our court response that I'm going to prose to you today? 18 A No, there's not 19 Q And I would ask just for sake of clarity and our court response that I'm going to transcribe that you let me finish my 20 And I would ask just for sake of clarity and our court response that I'm going to transcribe that you let me finish my 21 Q And was this just for sake of clarity and our court response that I'm going to transcribe that you let me finish my 22 Q And was this just for sake of clarity and our court response that I'm going to the restrance 22 Q Can you cla me finish my 22 Q Can you let me finish my 22 Q Can you be me finish my 23 A Yes It's direct testimony of Eric Fogle 24 Q Can you tell me what this document is? 25 A Ye	11	A I believe I'm here to give a deposition		Ш	cannot record a nodding of the head, and	
13 marked I Have you seen this document 14 before? 15 A Yes, I have 16 Q Can you tell me what it is? 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 20 A I believe I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom 22 of the first page. It states that, 23 pursuant to Rule 30(b)(6), the witness 24 should be prepared to respond to questions 25 related to all matters contained in the 26	12			12		
14	13			13		
15 A Yes. I have 16 Q Can you tell me what it is? 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 19 Q And I would ask just for sake of clarity and our court reporter's ability to 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And I would ask just for sake of clarity 19 Q And our court reporter's ability to 19 Q And our mission before you give your answer 19 Q And our mission before you give your answer 19 Q And our mission before you give your answer 19 Q And subject of clarity 19 Q And was first proporter's ability to 19 Q And was first proporter's ability to 19 Q And was this prepared for this case by 10 Q And was this prepared for this case by 10 Q And was this prepared for this case by 10 Q And was this prepared for this case by 10 Q And was this prepared for this case by 10 Q And was this propared for this case by 10 Q And was this prepared for this case by 10 Q And was this prepared for this case by 10 Q And was this prepared for this case by 10 Q And was this prepared	14			14	•	
16 answering the questions that I'm going to 17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 19 document? 19 Q And I would ask just for sake of clarity 19 Q And 19 Q And was just for sake of clarity 19 Q And was just for sake of clarity 19 Q And was just for sake of clarity 19 Q And was just for sake of clarity 19 Q And was just for sake of clarity 19 Q And was just for sake of clarit	15	A Yes. I have		15		
17 A It's a notice of deposition of Eric Fogle 18 Q Do you recall the first time you saw this 20 A I believe I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom 22 of the first page. It states that, 23 pursuant to Rule 30(b)(6), the witness 24 should be prepared to respond to questions 25 related to all matters contained in the Page 7 1 witness' direct testimony that has been 26 filled continuing to the next page 3 in the above-captioned case. Do you 4 understand what that means? 4 Yes, I do 6 Q Mr. Fogle, have you been deposed before? 7 A Yes, I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a result of a 251 arbitration? 11 Q And were you deposed as a BellSouth employee? 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature of the actions for which you've been deposed proviously? 18 A A number of cases that involved complaints by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy.	16	Q Can you tell me what it is?				
18 Q Do you recall the first time you saw this document? 19 Q And I would ask just for sake of clarity and our court reporter's ability to transcribe that you let me finish my questions before you give your answer 22 questions before you give your answer 23 questions before you give your answer 24 should be prepared to respond to questions related to all matters contained in the 25 marked Exhibit 2 26 marked Exhibit 2 27 marked Exhibit 2 28 questions before you give your answer 29 questions document that's been marked Exhibit 2 20 marked Exhibit 2 20 marked Exhibit 2 20 questions before you give your answer 20 questions document that's been marked Exhibit 2 20 questions before you give your answer 20 questions document that's been marked Exhibit 2 20 questions document that's document that's document that's document that'						
19 document? 20 A I beheve I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom 22 of the first page. It states that. 22 questions before you give your answer 23 pursuant to Rule 30(b)(6), the witness 23 A Okay Q I'm handing you a document that's been 25 marked Exhibit 2.						
20 A I believe I saw it in my e-mail last week 21 Q Now, I direct your attention to the bottom 22 of the first page. It states that, 23 pursuant to Rule 30(b)(6), the witness 24 should be prepared to respond to questions 25 related to all matters contained in the 20 I'm handing you a document that's been 21 methodo-captioned case Do you 22 and our court reporter's ability to 23 A Okay 24 Q I'm handing you a document that's been 25 marked Exhibit 2. 26 It's direct testimony that has been 27 and the above-captioned case Do you 38 at Yes, I do 49 Q Mr. Fogle, have you been deposed before? 40 A Yes, I have 40 Q And was this prepared for this case by yoursel? 41 A Yes, I have 42 Q And was this prepared for this case by yoursel? 43 A Yes, I have 44 Q And was this prepared for this case by yoursel? 45 A Yes, I do 46 Q Mr. Fogle, have you been deposed before? 47 A Yes, I have 48 Q Have you been deposed in connection with a 9 Section 251 arbitration? 49 A Continuous to deposed as a BellSouth 40 A I don't believe I have been deposed as a result of a 251 arbitration 41 A Yes 42 Q I'm handing you a document that's been marked Exhibit 2 44 Q Can you tell me what this document is? 45 Q And was this prepared for this case by yoursel? 46 A Yes, I have 47 Q And can you tell me what your title is at this time at BellSouth? 48 A Yes 49 A Yes I'm director in BellSouth's interconnection operations organization 40 A Yes 41 A BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues associated with those positions for the				ı		
21 Q Now, I direct your attention to the bottom 22 of the first page. It states that. 23 pursuant to Rule 30(b)(6), the witness 24 should be prepared to respond to questions 25 related to all matters contained in the 26 Page 7 1 witness' direct testimony that has been 2 filed continuing to the next page 3 in the above-captioned case. Do you 4 understand what that means? 5 A Yes. I do 6 Q Mr Fogle, have you been deposed before? 7 A Yes. I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a result of a 251 arbitration 11 camployee? 12 transcribe that you let me finish my questions before you give your answer 24 Q I'm handing you a document that's been marked Exhibit 2 1 (DEPOSITION EXHIBIT NO 2 WAS MARKED 2 Q Can you tell me what this document is? 3 A Yes It's direct testimony of Eric Fogle 4 Q And was this prepared for this case by yourself? 6 A Yes. I twas 7 Q And can you tell me what your title is at this time at BellSouth's interconnection operations organization 10 A I don't believe I have been deposed as a BellSouth complaints of the actions for which you've been deposed previously? 14 A Yes 15 Q And can you describe generally the nature of the actions for which you've been deposed previously? 16 A A number of cases that involved complaints by CLECs at the Georgia Public Service 17 Commission and the Florida Public Service 18 Commission relating to BellSouth's policy 19 A commission relating to BellSouth's policy 20 Commission relating to BellSouth's policy 21 branked Exhibit 2 22 Can you tell me what this document is? 24 Q And was this prepared for this case by yourself? 25 A Yes It's direct testimony of Eric Fogle 26 Q And was this prepared for this case by yourself? 27 A Yes It was 28 Q Have you been deposed as a BellSouth 28 It was To Was Marked Exhibit 2 29 Can you tell me what that was this prepared for this case by yourself? 30 A Yes It's direct testimony of Eric Fogle 4 Q And was this prepared for this case by yourse						
of the first page—It states that, pursuant to Rule 30(b)(6), the witness should be prepared to respond to questions related to all matters contained in the Page 7 witness' direct testimony that has been filed—continuing to the next page— in the above-captioned case—Do you understand what that means? A Yes. I do Q Mr Fogle, have you been deposed before? A Yes. I have Q Have you been deposed in connection with a Section 251 arbitration? A I don't believe I have been deposed as a I cresult of a 251 arbitration Q And were you deposed as a BellSouth employee? A Yes Q And can you describe generally the nature of the actions for which you've been deposed previously? A A number of cases that involved complaints by CLECs at the Georgia Public Service Commission and the Florida Public Service Commission relating to BellSouth's policy 22 Q Can you tell me what this document is? A Yes It's direct testimony of Eric Fogle Q Can you tell me what this document is? A Yes It's direct testimony of Eric Fogle Q And was this prepared for this case by yourself? A Yes, it was C Q And can you tell me what this document is? A Yes It's direct testimony of Eric Fogle Q And was this prepared for this case by yourself? A Yes, it was C Q And can you tell me what this document is? A Yes It's direct testimony of Eric Fogle Q And was this prepared for this case by yourself? A Yes, it was C Q And can you tell me what this document is? A Yes It's direct testimony of Eric Fogle Q And was this prepared for this case by yourself? A Yes, it was C Q And was this prepared for this case by yourself? A Yes, it was C Q And was this prepared for this case by yourself? A Yes, it was C Q And was are your responsibilities at this time at BellSouth? A Yes I'm director in BellSouth's D A My responsibilities are to work with BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time with a deposed previously? A My responsibilities are to work with a support BellSouth in a number of regulatory and l		O Now. I direct your attention to the bottom		4		
pursuant to Rule 30(b)(6), the witness should be prepared to respond to questions related to all matters contained in the						
should be prepared to respond to questions related to all matters contained in the 24 Q I'm handing you a document that's been marked Exhibit 2 25						
25 related to all matters contained in the 26 marked Exhibit 2 1 witness' direct testimony that has been filed continuing to the next page in the above-captioned case. Do you understand what that means? 2 A Yes, I do 2 Mr. Fogle, have you been deposed before? 2 A Yes, I have 3 Q. Have you been deposed in connection with a Section 251 arbitration? 3 A I don't believe I have been deposed as a result of a 251 arbitration. 4 A Yes 4 Yes 5 A Yes 6 Q. And ware you deposed as a BellSouth employee? 6 A Yes 7 Q. And what are your responsibilities as director? 8 Q. And ware you deposed as a BellSouth employee? 9 And can you tell me what your title is at this time at BellSouth? 9 A Yes I'm director in BellSouth's interconnection operations organization. 11 Q. And what are your responsibilities as director? 13 A My responsibilities are to work with BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues associated with those positions for the		should be prepared to respond to questions				
1 witness' direct testimony that has been 2 filed continuing to the next page 3 in the above-captioned case. Do you 4 understand what that means? 5 A Yes, I do 6 Q Mr. Fogle, have you been deposed before? 7 A Yes, I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 2 Q Can you tell me what this document is? 2 Q Can you tell me what this document is? 3 A Yes It's direct testimony of Eric Fogle 4 Q And was this prepared for this case by yourself? 6 A Yes, it was 7 Q And can you tell me what your title is at this time at BellSouth's 10 interconnection operations organization 11 Q And what are your responsibilities as director? 12 director? 13 A Yes I'm director in BellSouth's 14 DellSouth on developing its broadband and next generation technology policies as well as products, and at the same time 15 understand what that moved complaints 16 vot generation technology policies as well as products, and at the same time 17 support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues 20 Commission relating to BellSouth's policy 21 associated with those positions for the		related to all matters contained in the				
1 (DEPOSITION EXHIBIT NO 2 WAS MARKED 2 filed continuing to the next page 3 in the above-captioned case. Do you 4 understand what that means? 5 A Yes, I do 6 Q Mr. Fogle, have you been deposed before? 7 A Yes, I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed pieviously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission relating to BellSouth's policy 21 (DEPOSITION EXHIBIT NO 2 WAS MARKED 2 Q Can you tell me what this document is? 3 A Yes It's direct testimony of Eric Fogle 4 Q And was this prepared for this case by yourself? 6 A Yes, it was 7 Q And was this propared for this case by yourself? 6 A Yes, it was 7 Q And was tyou tell me what this document is? 8 A Yes It's direct testimony of Eric Fogle 4 Q And was this prepared for this case by yourself? 6 A Yes, it was 7 Q And was the propared for this case by yourself? 9 A Yes I'm director in BellSouth's interconnection operations organization 10 unterconnection operations organization 11 Q And what are your responsibilities are to work with 12 BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to adocate their position and to clarify technology issues and technical issues associated with those positions for the	ļ					
1 (DEPOSITION EXHIBIT NO 2 WAS MARKED 2 filed continuing to the next page 3 in the above-captioned case. Do you 4 understand what that means? 5 A Yes, I do 6 Q Mr. Fogle, have you been deposed before? 7 A Yes, I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed pieviously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission relating to BellSouth's policy 21 (DEPOSITION EXHIBIT NO 2 WAS MARKED 2 Q Can you tell me what this document is? 3 A Yes It's direct testimony of Eric Fogle 4 Q And was this prepared for this case by yourself? 6 A Yes, it was 7 Q And was this propared for this case by yourself? 6 A Yes, it was 7 Q And was tyou tell me what this document is? 8 A Yes It's direct testimony of Eric Fogle 4 Q And was this prepared for this case by yourself? 6 A Yes, it was 7 Q And was the propared for this case by yourself? 9 A Yes I'm director in BellSouth's interconnection operations organization 10 unterconnection operations organization 11 Q And what are your responsibilities are to work with 12 BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to adocate their position and to clarify technology issues and technical issues associated with those positions for the			Page 7		Pag	ie 9
filed continuing to the next page in the above-captioned case. Do you understand what that means? A Yes, I do Wire Fogle, have you been deposed before? A Yes, I have B Q Have you been deposed in connection with a Section 251 arbitration? A I don't believe I have been deposed as a literature of the actions for which you've been deposed previously? A Yes A A number of cases that involved complaints by CLECs at the Georgia Public Service Commission relating to BellSouth's policy A Yes It's direct testimony of Eric Fogle A Yes It's direct testimony of Eric Fogle A Yes It's direct testimony of Eric Fogle A Yes, It was C And was this prepared for this case by yourself? A Yes, it was C And can you tell me what your title is at this time at BellSouth? A Yes, it was C And can you tell me what your title is at this time at BellSouth? A Yes, it was C And can you tell me what this document is? A Yes It's direct testimony of Eric Fogle A Yes, it was C And can you tell me what this document is? A Yes It's direct testimony of Eric Fogle A Yes, it was C And can you tell me what this document is? A Yes It's direct testimony of Eric Fogle A Yes, it was C And can you tell me what your title is at this time at BellSouth? A Yes, it was C And can you tell me what your title is at this time at BellSouth? A Yes, it was C And what are your responsibilities as director? A Yes I'm director in BellSouth's III Q And what are your responsibilities as director? A My responsibilities are to work with BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues advocate their position and to clarify technology issues and technical issues associated with those positions for the	1	witness' direct testimony that has been	_	1	(DEPOSITION EXHIBIT NO 2 WAS MARKED)
3 A Yes It's direct testimony of Eric Fogle 4 understand what that means? 5 A Yes, I do 6 Q Mr Fogle, have you been deposed before? 7 A Yes, I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission relating to BellSouth's policy 21 and was this prepared for this case by yourself? 4 Q And was this prepared for this case by yourself? 6 A Yes, it was 7 Q And can you tell me what your title is at this time at BellSouth'? 9 A Yes I'm director in BellSouth's interconnection operations organization 11 Q And what are your responsibilities as director? 12 director? 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues associated with those positions for the	2	filed continuing to the next page		2		,
4 understand what that means? 5 A Yes, I do 6 Q Mr Fogle, have you been deposed before? 7 A Yes, I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 11 employee? 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's yourself? 2 A Yes, it was 2 Q And can you tell me what your title is at this time at BellSouth? 2 Q And can you tell me what your title is at this time at BellSouth? 2 A Yes, it was 2 Q And can you tell me what your title is at this time at BellSouth? 2 A Yes, it was 2 Q And can you tell me what your title is at this time at BellSouth? 2 A Yes, it was 3 Q And can you tell me what your title is at this time at BellSouth? 8 A Yes, it was 4 Q And can you tell me what your title is at this time at BellSouth? 9 A Yes, I'm director in BellSouth's interconnection operations organization 11 Q And what are your responsibilities as director? 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues associated with those positions for the				3		
5 A Yes, I do 6 Q Mr Fogle, have you been deposed before? 7 A Yes, I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 5 yourself? 6 A Yes, it was 7 Q And can you tell me what your title is at this time at BellSouth'? 9 A Yes I'm director in BellSouth's interconnection operations organization 11 Q And what are your responsibilities as drivetor? 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues associated with those positions for the	4			4		
6 Q Mr Fogle, have you been deposed before? 7 A Yes. I have 8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed pieviously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's at this time at BellSouth? 2 And can you tell me what your title is at thus time at BellSouth'? 2 And can you tell me what your title is at thus time at BellSouth'? 2 And can you tell me what your title is at thus time at BellSouth'? 2 And can you tell me what your title is at thus time at BellSouth'? 2 And can you tell me what your title is at thus time at BellSouth'? 2 And can you tell me what your title is at thus time at BellSouth'? 2 A Yes I'm director in BellSouth's interconnection operations organization 11 Q And what are your responsibilities as director? 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues 21 Commission relating to BellSouth's policy	5	A Yes, I do		1		
7 Q And can you tell me what your title is at this time at BellSouth? 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a result of a 251 arbitration 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature of the actions for which you've been deposed previously? 16 A A number of cases that involved complaints by CLECs at the Georgia Public Service 17 Commission and the Florida Public Service 18 Commission relating to BellSouth's policy 19 A Yes I'm director in BellSouth's at this time at BellSouth'? 10 And can you tell me what your title is at this time at BellSouth'? 10 And can you tell me what your title is at this time at BellSouth'? 10 And what are your responsibilities as director? 11 Q And what are your responsibilities are to work with BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time 17 support BellSouth in a number of 18 regulatory and legal environments to 20 advocate their position and to clarify 19 advocate their position for the		Q Mr Fogle, have you been deposed before?				
8 Q Have you been deposed in connection with a 9 Section 251 arbitration? 10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 11 Q And what are your responsibilities as 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's at this time at BellSouth' 8 this time at BellSouth' 9 A Yes I'm director in BellSouth's interconnection operations organization 11 Q And what are your responsibilities as 12 director' 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and 15 next generation technology policies as 16 well as products, and at the same time 17 support BellSouth in a number of 18 regulatory and legal environments to 19 advocate their position and to clarify 20 technology issues and technical issues 21 cechnology issues and technical issues 22 associated with those positions for the	7			7		
9 Section 251 arbitration? 10 A I don't believe I have been deposed as a result of a 251 arbitration 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth employee? 13 employee? 14 A Yes 15 Q And can you describe generally the nature of the actions for which you've been deposed pieviously? 16 A A number of cases that involved complaints by CLECs at the Georgia Public Service 17 Commission and the Florida Public Service 18 Commission relating to BellSouth's policy 19 A Yes I'm director in BellSouth's interconnection operations organization 11 Q And what are your responsibilities as director? 12 director? 13 A My responsibilities are to work with BellSouth on developing its broadband and next generation technology policies as well as products, and at the same time support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues associated with those positions for the					this time at BellSouth?	
10 A I don't believe I have been deposed as a 11 result of a 251 arbitration 12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed pieviously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 10 Interconnection operations organization 11 Q And what are your responsibilities as 12 director? 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and 15 next generation technology policies as 16 well as products, and at the same time 17 support BellSouth in a number of 18 regulatory and legal environments to 19 advocate their position and to clarify 20 technology issues and technical issues 21 associated with those positions for the						
result of a 251 arbitration Q And were you deposed as a BellSouth employee? A Yes Q And can you describe generally the nature of the actions for which you've been deposed pieviously? A A number of cases that involved complaints by CLECs at the Georgia Public Service Commission and the Florida Public Service Commission relating to BellSouth's policy 11 Q And what are your responsibilities as director? 12 director? 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and 15 next generation technology policies as well as products, and at the same time 17 support BellSouth in a number of 18 regulatory and legal environments to 19 advocate their position and to clarify 20 technology issues and technical issues 21 cennology issues and technical issues 21 associated with those positions for the						
12 Q And were you deposed as a BellSouth 13 employee? 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 12 director? 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and 15 next generation technology policies as 16 well as products, and at the same time 17 support BellSouth in a number of 18 regulatory and legal environments to 19 advocate their position and to clarify 20 technology issues and technical issues 21 associated with those positions for the						
13 A My responsibilities are to work with 14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 13 A My responsibilities are to work with 14 BellSouth on developing its broadband and 15 next generation technology policies as 16 well as products, and at the same time 17 support BellSouth in a number of 18 regulatory and legal environments to 19 advocate their position and to clarify 20 technology issues and technical issues 21 associated with those positions for the						
14 A Yes 15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 21 BellSouth on developing its broadband and 15 next generation technology policies as 16 well as products, and at the same time 17 support BellSouth in a number of 18 regulatory and legal environments to 19 advocate their position and to clarify 20 technology issues and technical issues 21 associated with those positions for the						
15 Q And can you describe generally the nature 16 of the actions for which you've been 17 deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 21 associated with those positions for the					BellSouth on developing its broadband and	
of the actions for which you've been to deposed previously? 16 well as products, and at the same time to support BellSouth in a number of the support BellSout						
deposed previously? 18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 17 support BellSouth in a number of regulatory and legal environments to advocate their position and to clarify technology issues and technical issues associated with those positions for the		of the actions for which you've been				
18 A A number of cases that involved complaints 19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 18 regulatory and legal environments to 19 advocate their position and to clarify 20 technology issues and technical issues 21 associated with those positions for the						
19 by CLECs at the Georgia Public Service 20 Commission and the Florida Public Service 21 Commission relating to BellSouth's policy 20 advocate their position and to clarify 20 technology issues and technical issues 21 associated with those positions for the						
20 Commission and the Florida Public Service 20 technology issues and technical issues 21 Commission relating to BellSouth's policy 21 associated with those positions for the						
21 Commission relating to BellSouth's policy 21 associated with those positions for the						
					associated with those positions for the	
22 on providing DSL services in conjunction 22 various commissions and both the FCC					various commissions and both the ECC	
23 with CLEC voice services 23 and state and public service commissions						
24 Q How many times have you been deposed 24 Q And what kind of broadband policies have						
25 before, roughly? 25 you assisted in developing?						
25 , ou assisted in developing	L				you applied in developing.	

		Page 10	İ		Page 12
1	A Over the last several years. I've been	Č.	1	own DSL services One would be Florida	
2	involved with the development of the DSL		2	Digital Networks Another would be Covad	
3	services for BellSouth and have been		3	Communications I believe ITC DeltaCom	
4	working on the development of the		4	and some others have some of their own	
5	technology and the product offerings and		5	broadband facilities that they're	
6	determining the complexities associated		6		
7				providing and competing against BellSouth	
	with offering those products at a very		7	in the retail space	
8	competitive environment and helping		8	Q And does BellSouth provide services to	
9	BellSouth develop those services and		9	Florida Digital Network or Covad in	İ
10	features and capabilities to be		10	connection with broadband services?	
111	competitive in that marketplace		11	A Yes	
12	Q Are these policies that are used		12	Q What are those services?	
13	internally at BellSouth?		13	A In relation to Covad, there's line sharing	
14	A They're Essentially, I've helped build		14	services that BellSouth provides that	
15	the business, and the business rules And		15	enables them to provide their broadband	
16	as a result of that, BellSouth takes		16	services There are also unbundled	
17	positions to try to be competitive. And		17	network elements and other pieces of	,
18	as a result, that has worked its way into.		18	BellSouth's network that are made	ŀ
19	I guess you would say, policies or and		19	available to CLPs for the provision of	
20	methods and procedures for doing business		20	their services	
21	that are used internally or and also		21	Q Which unbundled network elements are	
22	positions that we've taken externally with		22		
23				provided'	
24	public service commissions or with the FCC		23	A Loops	
			24	Q Anything else?	
25	Q And with whom does BellSouth compete, as		25	A In some communities. I'm sure they use	
		D 11			
1	you've testified?	Page 11	,	callegation angest. They probably use	Page 13
1 2	you've testified?	Page 11	1	collocation spaces They probably use	Page 13
2	A In the area of broadband services,	Page 11	2	some cross connects Other services are	Page 13
2 3	A In the area of broadband services, BellSouth competes against cable companies	Page 11	2 3	some cross connects Other services are necessary to interconnect their network	Page 13
2 3 4	A In the area of broadband services, BellSouth competes against cable companies primarily Cable companies have developed	Page 11	2 3 4	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our	Page 13
2 3 4 5	A In the area of broadband services, BellSouth competes against cable companies primarily Cable companies have developed cable broadband service and are the	Page 11	2 3 4 5	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities.	Page 13
2 3 4 5 6	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and	Page 11	2 3 4 5 6	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for	Page 13
2 3 4 5 6 7	A In the area of broadband services, BellSouth competes against cable companies primarily Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or	Page 11	2 3 4 5 6 7	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services?	Page 13
2 3 4 5 6 7 8	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business	Page 11	2 3 4 5 6 7 8	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services. A. Yes	Page 13
2 3 4 5 6 7 8 9	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business Q. Could you name the specific cable	Page 11	2 3 4 5 6 7 8 9	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops?	Page 13
2 3 4 5 6 7 8 9 10	A In the area of broadband services, BellSouth competes against cable companies primarily Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business Q Could you name the specific cable companies you're referring to?	Page 11	2 3 4 5 6 7 8 9	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes.	Page 13
2 3 4 5 6 7 8 9 10	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business Q. Could you name the specific cable companies you're referring to? A. Comeast would be one. I'm trying to think	Page 11	2 3 4 5 6 7 8 9 10	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects?	Page 13
2 3 4 5 6 7 8 9 10 11 12	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business Q. Could you name the specific cable companies you're referring to? A. Comeast would be one. I'm trying to think of some other names of cable companies in	Page 11	2 3 4 5 6 7 8 9 10 11	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business Q. Could you name the specific cable companies you're referring to? A. Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of	Page 11	2 3 4 5 6 7 8 9 10	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects?	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q. Could you name the specific cable companies you're referring to? A. Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank	Page 11	2 3 4 5 6 7 8 9 10 11	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business Q. Could you name the specific cable companies you're referring to? A. Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of	Page 11	2 3 4 5 6 7 8 9 10 11 12 13	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services. A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q. Could you name the specific cable companies you're referring to? A. Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services. A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q. Could you name the specific cable companies you're referring to? A. Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q. Could you name the specific cable companies you're referring to? A. Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them Q. Does BellSouth complete with these cable	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q Could you name the specific cable companies you're referring to? A Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of Science in electrical engineering degree.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q Could you name the specific cable companies you're referring to? A Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them Q Does BellSouth complete with these cable companies in the retail market? A Yes	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of Science in electrical engineering degree. Do you have any other advanced degrees?	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q Could you name the specific cable companies you're referring to? A Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them Q Does BellSouth complete with these cable companies in the retail market? A Yes Q And does BellSouth compete with any CLPs	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of Science in electrical engineering degree Do you have any other advanced degrees? A. I have a Master's in Business.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q Could you name the specific cable companies you're referring to? A Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them Q Does BellSouth complete with these cable companies in the retail market? A Yes Q And does BellSouth compete with any CLPs in the broadband retail market?	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of Science in electrical engineering degree. Do you have any other advanced degrees? A. I have a Master's in Business Administration.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q Could you name the specific cable companies you're referring to? A Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them Q Does BellSouth complete with these cable companies in the retail market? A Yes Q And does BellSouth compete with any CLPs in the broadband retail market? A Yes	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of Science in electrical engineering degree Do you have any other advanced degrees? A. I have a Master's in Business Administration. Q. I direct your attention to the first page.	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q Could you name the specific cable companies you're referring to? A Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them Q Does BellSouth complete with these cable companies in the retail market? A Yes Q And does BellSouth compete with any CLPs in the broadband retail market? A Yes Q And which CLPs are those, to your	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of Science in electrical engineering degree Do you have any other advanced degrees? A. I have a Master's in Business Administration. Q. I direct your attention to the first page of your testimony where it states that,	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q Could you name the specific cable companies you're referring to? A Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them Q. Does BellSouth complete with these cable companies in the retail market? A. Yes Q. And does BellSouth compete with any CLPs in the broadband retail market? A. Yes Q. And which CLPs are those, to your knowledge?	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of Science in electrical engineering degree Do you have any other advanced degrees? A. I have a Master's in Business Administration. Q. I direct your attention to the first page of your testimony where it states that, for a number of years, you led the	Page 13
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A In the area of broadband services, BellSouth competes against cable companies primarily. Cable companies have developed cable broadband service and are the dominant players in that business base and have more subscribers than BellSouth or any of the DSL providers in that business. Q Could you name the specific cable companies you're referring to? A Comeast would be one. I'm trying to think of some other names of cable companies in the Southeast. I know Comeast is one of the largest. I'm just drawing a blank unfortunately right now, but some of the others but there are a number of them Q Does BellSouth complete with these cable companies in the retail market? A Yes Q And does BellSouth compete with any CLPs in the broadband retail market? A Yes Q And which CLPs are those, to your	Page 11	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	some cross connects. Other services are necessary to interconnect their network with our network or to use some of our facilities. Q. Does BellSouth use similar facilities for its own DSL retail services? A. Yes. Q. Does it use loops? A. Yes. Q. Does it use cross connects? A. Yes. Q. Mr. Fogle, do you have any legal training? A. No. Q. Any paralegal training? A. No. Q. It states here that you have a Master of Science in electrical engineering degree Do you have any other advanced degrees? A. I have a Master's in Business Administration. Q. I direct your attention to the first page of your testimony where it states that,	Page 13

BellSouth, continuing to the next page 2 What were your responsibilities 3 When you led the wholesale broadband 4 marketing group? 4 4	ot.
What were your responsibilities when you led the wholesale broadband marketing group? A My responsibility as the director of that organization was to develop the products that were offered to the wholesale ISPs, which is internet service providers, as well as have overall responsibility for the marketing and direction over the products and the underlying network and a planning, and determination, location where DSLAMs, which are digital subscriber line access multiplevers line access multiplevers low Where those would be deployed to optimize BellSouth's broadband footprint Where those would be deployed to optimize BellSouth's broadband footprint Where those would be deployed to optimize BellSouth's broadband footprint Cy You mentioned in your response that you also did marketing. Where those would be cylored to customers, but it is marketing to external A Marketing, we termed it wholesale customers, but it is marketing to external A My responsibility as the director of that negotiations of the interconnection agreement that is at issue in this case agreement that is at issue in this case? A I've had very little myolvement in direct negotiation of the interconnection agreement that is at issue in this case? A I've had very little myolvement in direct negotiation of the interconnection agreement that is at issue in this case? A I've had very little myolvement in direct negotiation of the interconnection agreement in this case 9 Did you ever participate on a telephone of a eleconference call in which negotiations took place? A Not in this particular case 12 Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? A I have been asked my opinion on certain positions or or ocertain technical issues. Provided that insight and perspective, but that's to a very limited degree Q Can you tell me the persons to whom you provided your opinions? A I've been asked by John Rasilli about positions or or certain technical issues. Page 15 as well as Keith Milner in rela	οΓ
What were your responsibilities when you led the wholesale broadband marketing group? A My responsibility as the director of that organization was to develop the products that were offered to the wholesale ISPs, which is internet service providers, as well as have overall responsibility for the marketing and direction over the products and the underlying network a planning, and determination, location where DSLAMs, which are digital subscriber line access multiplevers line access multiplevers Where those would be deployed to optimize BellSouth's broadband footprint Where those would be deployed to optimize BellSouth's broadband footprint Where those would be deployed to optimize BellSouth's broadband footprint CY ou mentioned in your response that you also did marketing. Where those would be cylored to customers, but it is marketing to external A Marketing, we termed it wholesale customers, but it is marketing to external A That is correct A That is correct A That is correct BellSouth's particular case Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? A That is correct BellSouth, negotiated this interconnection agreement? A That is correct BellSouth in sight and perspective, but that's to a very limited degree Q Can you tell me the persons to whom you provided your opinions? A Tive had very little mivolvement in threet negotiations of the interconnection agreement that is at issue in this case? A I've had very little mivolvement in direct negotiation of the interconnection agreement in this case 9 Did you ever participate on a telephone of a eleconference call in which negotiations took place? A Not in this particular case 12 Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? A That is correct A That is correct A That is correct A Not method the interconnection agreement in division of the interconnection agreement in this case 9 Did you ever participate on a telephone of a leleconference cal	ot.
when you led the wholesale broadband arketing group? A My responsibility as the director of that organization was to develop the products that were offered to the wholesale ISPs, which is internet service providers, as well as have overall responsibility for the marketing and direction over the products and the underlying network onciess and development, BellSouth's DSL anetwork Help provide marketing, have postlation of the interconnection agreement that is at issue in this case? A l've had very little mvolvement in direct negotiations of the interconnection agreement in this case Q Did you over participate on a telephone of a teleconference call in which negotiation of the interconnection agreement in this case Q Did you over participate on a telephone of a teleconference call in which negotiations of the interconnection agreement that is at issue in this case? A l've had very little mvolvement in direct negotiations of the interconnection agreement that is at issue in this case? A l've had very little mvolvement in direct negotiations of the interconnection agreement that is at issue in this case? A l've had very little mvolvement in direct negotiations of the interconnection agreement that is at issue in this case? A l've had very little mvolvement in direct negotiations of the interconnection agreement that is at issue in this case? A l've had very little mvolvement in direct negotiations of the interconnection agreement that is at issue in the sage of A l've had very little mvolvement in direct negotiations fook place? A Not in this particular case 13 Q Did you over participate on a telephone of a teleconference call in which negotiations fook place? A Not in this particular case 13 Q Did you over participate on a telephone of a teleconference call in which negotiations fook place? A Not in this particular case 13 Q Did you over participate on the negotiations fook place? A Not method that insight and perspective, but that's to a very limited degree Q Can you cell me the persons to whom you provided yo	ot.
marketing group? A My responsibility as the director of that organization was to develop the products that were offered to the wholesale ISPs, which is internet service providers, as well as have overall responsibility for the marketing and direction over the products and the underlying network oncess and development, BellSouth's DSL network Help provide marketing. I planning, and determination, location where DSLAMs, which are digital subscriber line access multiplevers— A That is correct [19] Where those would be deployed to optimize BellSouth's broadband footprint 20 Q Vou mentioned in your response that you also did marketing. Was this marketing on the wholesale customers of BellSouth? A Marketing, we termed it wholesale customers, but it is marketing to external [1] as well as fiber technology and evolution agreement in this case. [1] A I have been after the interconnection agreement in this case. [1] Q Did you ever participate on a telephone of a teleconference call in which negotiations took place? [1] A Not in this particular case [1] Q Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? [1] A I have been asked my opinion on certain positions or on certain technical issues. [1] Provided that insight and perspective, but that's to a very limited degree [1] Q Can you tell me the persons to whom you provided your opinions? [2] A I've been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution [2] as well as fiber technology and evolution [2] Anybody else?]	ot.
5 A My responsibility as the director of that 6 organization was to develop the products 7 that were offered to the wholesale ISPs, 8 which is internet service providers, as 9 well as have overall responsibility for 10 the marketing and direction over the 11 products and the underlying network 12 oncness and development, BellSouth's DSL 13 network Help provide marketing, 14 planning, and determination, location 15 where DSLAMs, which are digital subscriber 16 line access multiplevers 17 Q Is that D-S-L-A-Ms? 18 A That is correct 19 Where those would be deployed to optimize BellSouth's broadband footprint 20 Q You mentioned in your response that you also did marketing Was this marketing on 23 the wholesale customers, but it is marketing to external 1 ISPs like AT AT&T would be one, but more like Earthlink, is one of our	
organization was to develop the products that were offered to the wholesale ISPs, which is internet service providers, as well as have overall responsibility for the marketing and direction over the products and the underlying network oneness and development, BellSouth's DSL network Help provide marketing, have DSLAMs, which are digital subscriber line access multiplevers line access multiplevers logotiation of the interconnection agreement in this case Q Did you ever participate on a telephone of a teleconference call in which negotiations took place? A Not in this particular case Q Did you advise the persons who, on behat of BellSouth, negotiated this interconnection agreement? A I have been asked my opinion on certain positions or on certain technical issues. provided that insight and perspective, but that's to a very limited degree Q Can you tell me the persons to whom you provided your opinions? A I've been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution Page 15 ISPs like AT AT&T would be one, but more like Earthlink, is one of our	
that were offered to the wholesale ISPs, which is internet service providers, as well as have overall responsibility for the marketing and direction over the oncies and development, BellSouth's DSL network Help provide marketing. hieraccess multiplexers If Q Is that D-S-L-A-Ms? A That is correct Where those would be deployed to optimize BellSouth's broadband footprint Q You mentioned in your response that you also did marketing Was this marketing on the wholesale customers of BellSouth's A Marketing, we termed it wholesale customers, but it is marketing to external reaction of the interconnection agreement in this case Q Did you ever participate on a telephone of a teleconference call in which negotiation of the interconnection agreement in this case Q Did you ever participate on a telephone of a teleconference call in which negotiation of the interconnection agreement in this case Q Did you ever participate on a telephone of a teleconference call in which negotiation of the interconnection agreement in this case Q Did you ever participate on a telephone of a teleconference call in which negotiation of the interconnection agreement in this case Q Did you ever participate on a telephone of a teleconference call in which negotiations took place? A Not in this particular case If A Not in this particular case If A I have been asked my opinion on certain positions on on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked my opinion on certain technical issues. If A I have been asked by John Rasilli about provided that in	
8 which is internet service providers, as 9 well as have overall responsibility for 10 the marketing and direction over the 11 products and the underlying network 12 oneness and development, BellSouth's DSL 13 network Help provide marketing, 14 planning, and determination, location 15 where DSLAMs, which are digital subscriber 16 line access multiplevers 17 Q Is that D-S-L-A-Ms? 18 A That is correct 19 Where those would be deployed to 20 optimize BellSouth's broadband footprint 21 Q You mentioned in your response that you 22 also did marketing Was this marketing on 23 the wholesale customers of BellSouth? 24 A Marketing, we termed it wholesale 25 customers, but it is marketing to external 8 agreement in this case 9 Q Did you ever participate on a telephone of a teleconference call in which negotiations took place? 11 negotiations took place? 12 A Not in this particular case 13 Q Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? 14 A I have been asked my opinion on certain positions or on certain technical issues. 15 provided that insight and perspective, but that's to a very limited degree optimize BellSouth's broadband footprint 20 Q Can you tell me the persons to whom you provided your opinions? 12 A I've been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution 15 BellSouth's DSL technology and evolution 20 Q Anybody clse?	
9 well as have overall responsibility for 10 the marketing and direction over the 11 products and the underlying network 12 oneness and development, BellSouth's DSL 13 network Help provide marketing. 14 planning, and determination, location 15 where DSLAMs, which are digital subscriber 16 line access multiplexers 17 Q Is that D-S-L-A-Ms? 18 A That is correct 19 Where those would be deployed to optimize BellSouth's broadband footprint 20 Q You mentioned in your response that you 21 Q You mentioned in your response that you 22 also did marketing Was this marketing on the wholesale customers of BellSouth? 24 A Marketing, we termed it wholesale 25 customers, but it is marketing to external 18 Page 15 1 ISPs like AT AT&T would be one, but more like Earthlink, is one of our 29 Q Did you ever participate on a telephone of a teleconference call in which in a teleconference call in which negotiations took place? 10 a teleconference call in which in negotiations took place? 11 In eactions took place? 12 A Not in this particular case 13 Q Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? 14 A I have been asked my opinion on certain positions or on certain technical issues. 15 Provided that insight and perspective, but that's to a very limited degree 20 Q Can you tell me the persons to whom you provided your opinions? 21 A I've been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution 22 A like been asked by John Rasilli about positions and issues, technology and evolution 23 as well as fiber technology and evolution 24 A nation of the persons who, on beha of BellSouth in this particular case 25 a like AT AT&T would be one, but a serior particular case 14 A lave been asked my opinion on certain positions or on certain technical issues. 26 Provided your opinions? 27 A like been asked by John Rasilli about positions and issues, technology and evolution as well as fib	
the marketing and direction over the products and the underlying network oneness and development, BellSouth's DSL network Help provide marketing. Is planning, and determination, location where DSLAMs, which are digital subscriber line access multiplexers line access multiplexers line access multiplexers line access multiplexers line where those would be deployed to optimize BellSouth's broadband footprint Q You mentioned in your response that you also did marketing Was this marketing on the wholesale customers of BellSouth's positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution more like Earthlink, is one of our the marketing and direction over the negotiated which negotiations took place? A Not in this particular case 12 A Not in this particular case 13 Q Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? 14 A I have been asked my opinion on certain positions or on certain technical issues. 15 provided that insight and perspective, but that's to a very limited degree 20 Q Can you tell me the persons to whom you provided your opinions? 21 A l've been asked by John Rasilli about 21 positions and issues, technology issues, as well as Keith Milner in relation to 25 BellSouth's DSL technology and evolution 1 ISPs like AT AT&T would be one, but more like Earthlink, is one of our 2 Q Anybody else?	
11 products and the underlying network 12 oncness and development, BellSouth's DSL 13 network Help provide marketing. 14 planning, and determination, location 15 where DSLAMs, which are digital subscriber 16 line access multiplexers 17 Q Is that D-S-L-A-Ms'? 18 A That is correct 19 Where those would be deployed to optimize BellSouth's broadband footprint 21 Q You mentioned in your response that you also did marketing Was this marketing on 23 the wholesale customers of BellSouth's 24 A Marketing, we termed it wholesale customers, but it is marketing to external 10 Is that D-S-L-A-Ms'? 11 negotiations took place? 12 A Not in this particular case 13 Q Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? 14 of BellSouth, negotiated this interconnection agreement? 16 A Thave been asked my opinion on certain positions or on certain technical issues. 18 provided that insight and perspective, but that's to a very limited degree 20 Q Can you tell me the persons to whom you that's to a very limited degree 20 Q Can you tell me the persons who, on beha of BellSouth is negotiated this interconnection agreement? 20 Q Can you tell me the persons who, on beha of BellSouth is negotiated this interconnection agreement? 21 Provided that insight and perspective, but that's to a very limited degree 20 Q Can you tell me the persons to whom you 21 provided your opinions? 22 A I've been asked by John Rasilli about 23 positions and issues, technology issues, 24 as well as Keith Milner in relation to 25 BellSouth's DSL technology and evolution 25 BellSouth's DSL technology and evolution 26 Anybody else?	If
oneness and development, BellSouth's DSL network Help provide marketing. planning, and determination, location where DSLAMs, which are digital subscriber line access multiplexers line access multiplexers Where those would be deployed to optimize BellSouth's broadband footprint line wholesale customers of BellSouth' A Marketing, we termed it wholesale customers, but it is marketing to external 12 A Not in this particular case 13 Q Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? 16 A I have been asked my opinion on certain positions or on certain technical issues. 17 Positions or on certain technical issues. 18 provided that insight and perspective, but that's to a very limited degree 20 Q Can you tell me the persons to whom you provided your opinions? 21 A Not in this particular case 13 Q Did you advise the persons who, on beha of BellSouth, negotiated this interconnection agreement? 16 A I have been asked my opinion on certain 17 positions or on certain technical issues. 18 provided that insight and perspective, but 19 that's to a very limited degree 20 Q Can you tell me the persons to whom you provided your opinions? 21 A Not in this particular case 22 A I have been asked my opinion on certain 23 positions or on certain technical issues. 24 A live been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution 22 BellSouth's DSL technology and evolution 23 as well as fiber technology and evolution 24 A notine from the persons who, on beha 25 and the persons who, on beha 26 and persons who, on beha 27 and persons who, on beha 28 and persons who, on beha 29 and positions or on certain technical issues. 29 Q any bout tell me the persons to whom you provided that insight and perspective, but 29 also did marketing who persons to whom you provided your opinions? 20 A live been asked by John Rasilli about positions or on certain 20 Q any outell me the persons to whom you pr	lf
network Help provide marketing. planning, and determination, location where DSLAMs, which are digital subscriber line access multiplexers	lf
planning, and determination, location where DSLAMs, which are digital subscriber line access multiplexers line	if
where DSLAMs, which are digital subscriber line access multiplexers If Q is that D-S-L-A-Ms? A That is correct line where those would be deployed to optimize BellSouth's broadband footprint line wholesale customers of BellSouth'? A Marketing, we termed it wholesale customers, but it is marketing to external line wholesale customers, but it is marketing to external line wholesale like Earthlink, is one of our like Eart	
where DSLAMs, which are digital subscriber line access multiplexers line access access and positions or on certain technical issues. line access access access and positions or on certain technical issues. line access	
line access multiplexers 17 Q Is that D-S-L-A-Ms?	
17 Q Is that D-S-L-A-Ms? 18 A That is correct 19 Where those would be deployed to 20 optimize BellSouth's broadband footprint 21 Q You mentioned in your response that you 22 also did marketing Was this marketing on 23 the wholesale customers of BellSouth' 24 A Marketing, we termed it wholesale 25 customers, but it is marketing to external 1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 17 positions or on certain technical issues. 18 provided that insight and perspective, but 19 that's to a very limited degree 20 Q Can you tell me the persons to whom you provided your opinions? 21 A l've been asked by John Rasilli about 22 positions and issues, technology issues, 23 as well as Keith Milner in relation to 25 BellSouth's DSL technology and evolution 26 Anybody else?	
18 A That is correct 19 Where those would be deployed to 20 optimize BellSouth's broadband footprint 21 Q You mentioned in your response that you 22 also did marketing. Was this marketing on 23 the wholesale customers of BellSouth'? 24 A Marketing, we termed it wholesale 25 customers, but it is marketing to external 1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 1 ISPs like Earthlink, is one of our 1 ISPs like Earthlink, is one of our 1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 2 Isp provided that insight and perspective, but 19 that's to a very limited degree 20 Q Can you tell me the persons to whom you 21 provided your opinions? 22 A I've been asked by John Rasilli about 23 positions and issues, technology issues, 24 as well as Keith Milner in relation to 25 BellSouth's DSL technology and evolution 26 Anybody else?	
Where those would be deployed to optimize BellSouth's broadband footprint 21 Q. You mentioned in your response that you also did marketing. Was this marketing on the wholesale customers of BellSouth? 24 A. Marketing, we termed it wholesale customers, but it is marketing to external 25 but it is marketing to external 26 customers. BellSouth 27 customers, but it is marketing to external 28 page 15 as well as fiber technology and evolution 29 and evolution 29 Anybody else?	
20 optimize BellSouth's broadband footprint 21 Q You mentioned in your response that you 22 also did marketing. Was this marketing on 23 the wholesale customers of BellSouth's 24 A Marketing, we termed it wholesale 25 customers, but it is marketing to external 1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 20 Can you tell me the persons to whom you provided your opinions' 22 A I've been asked by John Rasilli about 23 positions and issues, technology issues, 24 as well as Keith Milner in relation to 25 BellSouth's DSL technology and evolution 26 as well as fiber technology and evolution 27 as well as fiber technology and evolution 28 as well as fiber technology and evolution 29 Anybody else?	
21 Q You mentioned in your response that you also did marketing. Was this marketing on the wholesale customers of BellSouth? 24 A Marketing, we termed it wholesale customers, but it is marketing to external. 25 Customers, but it is marketing to external. 26 Page 15 ISPs like AT AT&T would be one, but more like Earthlink, is one of our. 27 Depositions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution. 28 Description of the been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution. 28 Description of the been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution. 29 Description of the been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution. 20 Description of the been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution. 20 Description of the been asked by John Rasilli about positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution. 20 Description of the been asked by John Rasilli about positions are positions and issues, technology issues, as well as Keith Milner in relation to BellSouth's DSL technology and evolution.	ı've
22 also did marketing. Was this marketing on 23 the wholesale customers of BellSouth? 24 A Marketing, we termed it wholesale 25 customers, but it is marketing to external 1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 2 A I've been asked by John Rasilli about 23 positions and issues, technology issues, 24 as well as Keith Milner in relation to 25 BellSouth's DSL technology and evolution 26 as well as fiber technology and evolution 27 Q Anybody else?	
the wholesale customers of BellSouth? 24 A Marketing, we termed it wholesale 25 customers, but it is marketing to external 28 positions and issues, technology issues, 29 as well as Keith Milner in relation to 20 BellSouth's DSL technology and evolution 21 as well as fiber technology and evolution 22 Q Anybody else?	ļ
24 A Marketing, we termed it wholesale 25 customers, but it is marketing to external 1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 24 as well as Keith Milner in relation to 25 BellSouth's DSL technology and evolution 2 as well as fiber technology and evolution 2 Q Anybody else?	ļ
25 customers, but it is marketing to external 1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 25 BellSouth's DSL technology and evolution 1 as well as fiber technology and evolution 2 Q Anybody else?	ļ
1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 1 as well as fiber technology and evolution 2 Q Anybody else?	-
1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 1 as well as fiber technology and evolution 2 Q Anybody else?	1
1 ISPs like AT AT&T would be one, but 2 more like Earthlink, is one of our 1 as well as fiber technology and evolution 2 Q Anybody else?	"
2 more like Earthlink, is one of our 2 Q Anybody else?	Page 17
3 customers AOL is one of our larger 3 A Naugh, I believe that's it	
The participant of the participa	es
to the discovery questions that were asked	}
i i i i i i i i i i i i i i i i i i i	
1 1 100.1 4.4	
8 A We've had several conversations and 8 Q Can you tell me which issues these	ļ
9 discovery questions addressed?	
10 BellSouth's DSL services at wholesale 10 A 1 don't recall right off the top of my	
11 Q Would you term that incumbent marketing? 11 head which issues, but there are a number	
12 A In the wholesale space, yes 12 of different issues that I cover in my	
13 Q And I direct your attention to page 2 of 13 testimony that I was also involved	
your testimony at the top where it states 14 directly with the development of the	
that formerly you were the director of 15 discovery response	
wholesale broadband marketing, indeed the 16 Q Were there any questions that do not	
17 wholesale broadband marketing group 17 relate an issue that you testified	ļ
Were your responsibilities in that 18 regarding that you participated in	
position similar to the responsibilities 19 responding to	
20 you performed when you led the wholesale 20 MR CULPEPPER Object to the form	,,,
21 broadband marketing group? 21 of the question	
22 A That's the same position I was director 22 A I'm not sure I understand the question	
23 of that organization 23 Could you may be rephrase it for me?	
24 Q And you've been a director of BellSouth's 24 Q Were there any discovery questions that	İ
25 interconnection operations since June of 25 you participated in providing a response	
you participated in providing a response	

1		т	
	Page 18	1 .	Page 20
1	that do not regard the issues you're	1	A In my current role at BellSouth, I have
2	testifying about	2	developed a level of expertise in
3	A No	3	broadband issues as well as a lot of
4	Q in this testimony?	4	the and have been involved over the
5	A Not that I'm aware of	5	past several years with BellSouth's
6	Q Did you review the written responses to	6	litigation of the DSL with UNE issues
7	interrogatories regarding the issues	7	And as a result. I was determined
8	you're testifying about?	8	to be I was probably the best and most
9	A 1 believe I reviewed most of them 1	9	knowledgeable witness to support
10	can't be certain I've reviewed all of	10	BellSouth's position in this arbitration
11	them	lii	Q Did anybody ask you to write it?
12	Q Did you compile the documents that were	12	A Yes
13	produced in response to requests for	13	
14			Q Without revealing the content of a
15	production that regard your issues'	14	privileged communication that you may have
	A I compiled a certain a large number of	15	had with an attorney, can you tell me who
16	them	16	asked you to write the testimony?
17	Q And did you review the production of	17	A My boss. Keith Milner, asked me to write
18	documents regarding the questions that	18	the testimony
19	speak to your issues?	19	Q Now, as I understand it. Mr Milner is a
20	A Could you please repeat that for me ⁹	20	senior director, is that correct?
21	Q Did you review what ended up to be the	21	A That is correct
22	production to Joint Petitioners of	22	Q And he is your immediate supervisor?
23	documents responsive to request for	23	A Yes
24	production'	24	Q Do you know who Mr Miller's immediate
25	A I've reviewed probably most of the I	25	supervisor is?
2 3 4 5 6 7 8 9 10 11 12	them Q Have you ever participated in negotiations for prior arbitration under Section 251? A I believe I have, yes Q And do you recall which CLPs were involved in those negotiations? A I believe I've been involved in I know I've been involved in negotiations with Florida Digital Networks as well as Supra What I don't know is whether they were specifically 251 arbitration	2 3 4 5 6 7 8 9 10 11	A He works for a gentleman named Bill Stacy Q To your knowledge, did anybody review your testimony before it was filed in this case? A Yes Q Again, without revealing the content of a privileged communication, can you tell me which persons those were? A Folks who reviewed my testimony would be Keith Milner, Jerry Latham, Lynn Brewer, Tommy Williams, Jerry Johnson, Steve Harris, as well as some lawyers
13 14 15 16 17 18 19 20	negotiations or not There were specific issues relating offering our DSL service in conjunction with their UNE services, and I was involved with the negotiation of the language associated with that Q Did you testify before any tribunal in connection with Florida Digital Networks	13 14 15 16 17 18 19 20	Q Is that Lynn Brewer, B-r-e-w-e-r? A That's correct Q Did you review the testimony that was written by any other witness in this case? A I have not Q And, to your knowledge, did any body make electronic edits to your draft document of the testimony?
13 14 15 16 17 18 19	negotiations or not There were specific issues relating offering our DSL service in conjunction with their UNE services, and I was involved with the negotiation of the language associated with that Q Did you testify before any tribunal in	13 14 15 16 17 18 19 20 21	Q Is that Lynn Brewer, B-r-e-w-e-r? A That's correct Q Did you review the testimony that was written by any other witness in this case? A I have not Q And, to your knowledge, did any body make electronic edits to your draft document of the testimony? A Yes
13 14 15 16 17 18 19 20 21	negotiations or not There were specific issues relating offering our DSL service in conjunction with their UNE services, and I was involved with the negotiation of the language associated with that Q Did you testify before any tribunal in connection with Florida Digital Networks or Supra's negotiations with BellSouth? A I have testified before a tribunal in	13 14 15 16 17 18 19 20 21 22	Q Is that Lynn Brewer, B-r-e-w-e-r? A That's correct Q Did you review the testimony that was written by any other witness in this case? A I have not Q And, to your knowledge, did any body make electronic edits to your draft document of the testimony? A Yes Q And without revealing any privileged
13 14 15 16 17 18 19 20 21 22	negotiations or not There were specific issues relating offering our DSL service in conjunction with their UNE services, and I was involved with the negotiation of the language associated with that Q Did you testify before any tribunal in connection with Florida Digital Networks or Supra's negotiations with BellSouth? A I have testified before a tribunal in Supra in some of the Supra cases	13 14 15 16 17 18 19 20 21 22 23	Q Is that Lynn Brewer, B-r-e-w-e-r? A That's correct Q Did you review the testimony that was written by any other witness in this case? A I have not Q And, to your knowledge, did any body make electronic edits to your draft document of the testimony? A Yes Q And without revealing any privileged communication, can you tell me who those
13 14 15 16 17 18 19 20 21 22 23	negotiations or not There were specific issues relating offering our DSL service in conjunction with their UNE services, and I was involved with the negotiation of the language associated with that Q Did you testify before any tribunal in connection with Florida Digital Networks or Supra's negotiations with BellSouth? A I have testified before a tribunal in	13 14 15 16 17 18 19 20 21 22	Q Is that Lynn Brewer, B-r-e-w-e-r? A That's correct Q Did you review the testimony that was written by any other witness in this case? A I have not Q And, to your knowledge, did any body make electronic edits to your draft document of the testimony? A Yes Q And without revealing any privileged

1.		Page 22		Page 24
1	the same people Lynn Brewer, Keith		ı	the question
2	Milner, Jerry Johnson, Steve Harris, Jerry		2	(THE COURT REPORTER READ BACK THE
3	Latham, and Tommy Williams		3	REQUESTED PORTION OF THE RECORD)
4	Q Are all of these persons employed in the		4	A I mean. I don't believe we have discretion
5	interconnection services operations		5	to pick and choose orders that we comply
6	division of BellSouth'		6	with I do believe that we have
7	A Some of them are interconnection		7	discretion to interpret orders and
8	operations Others. I believe, are in a		8	determine what is the proper method to
9	product management organization		9	comply with those orders
10	Q Would this be a product management		10	Q And who would make that interpretation?
11	organization that deals with CLPs?		11	A It would depend on the order in terms of
12	A Yes		12	which areas it was involved in We would
13	Q Would these people also deal with		13	bring together a number of different
14	BellSouth end user customers?		14	needle who has a consider and the
15	A Are you referring to retail end user		15	people who have expertise on the
16	customers')			technology and the operations and as
17			16	well as the services and the features and
18	Q Yes		17	make a determination of how best to comply
	A No, they would not deal with retail end		18	with the order
19	user customers		19	It oftentimes involves a lot of
20	Q And, Mr Fogle, do you have an opinion as		20	expense, a lot of complicated rearranging
21	to whether BellSouth has an obligation to		21	of our products or services, our network
22	follow the orders of the state		22	technology So it just takes a lot of
23	commissions"		23	people who know our experts on the
24	A I do, and we should always follow the		24	services and technology to come together
25	orders of meet our obligations with		25	and figure out how best to comply
1	the state commissions, and up always de	Page 23	1	Page 25
2	the state commissions, and we always do		1	Q If the North Carolina Utility Commission
3	Q And, to your knowledge, is BellSouth		2	in this case issued an order or a rule
4	prepared to comply with whatever order the		3	regarding DSL services, who would
5	North Carolina Utilities Commission orders in this case?	ĺ	4	interpret that rule?
	A Yes		5	A I would be involved with that as well as
6 7			6	probably my boss, Keith Milner, and John
	Q Do you believe that BellSouth has the	1	7	Rasilli, a number of lawyers with
8	discretion to determine which portions of		8	BellSouth, as well as the product
9	an order it will comply with and which		9	management organization for DSL
10	portions it will not comply with?	į	10	Q And if the North Carolina Utilities
111	MR CULPEPPER Object to the form		П	Commission issued a ruling regarding
12	of the question		12	fiber-to-the-home groups, who would be
13	Q You have not been instructed not to		13	involved in interpreting that rule ⁹
14	answer, so		14	A Some of the same people Myself, Keith
15	A I guess You said I've not been		15	Milner, and John Rasilli, as well as
16	instructed to answer'		16	lawyers And then we would probably
17	Q To not You have not been instructed	ľ	17	involve science and technology as well as
18	not to answer		18	the product management groups that are
19	A Not to answer Okay		19	responsible for the fiber department
20	Q So, to the best of your knowledge	ŀ	20	Q And as a nonlawyer sitting here this
21	A Okay I'm trying to make sure I		21	morning, to the best of your knowledge, is
22	didn't not instructed to answer		22	BellSouth complying with the orders of
1 22			23	= vom vompi, mg min tile orders or
23	not answer I'm not sure what I'm	ı	23	State commissions that repart RellSouth's
23	not answer - I'm not sure what I'm supposed to do next			state commissions that regard BellSouth's
			23 24 25	provision of DSL services. A Yes

1				
		Page 26		Page 28
1	Q Mr Fogle, is it your position that CLPs		1	Q I direct your attention to what is
2	must purchase the entire band width of a		2	numbered as page 12, section number
3	loop under applicable law?		3	2 1 1 2 And if you see, there's an entry
4	A Yes		4	there that's marked with a field marker.
5	Q And from where do you derive that		-5	customer short name version. And it
6	position?		6	states that a customer shall purchase the
7	A As I stated in my testimony, that the		7	entire band width of the loop and
8	FCC's Triennial Review Order specifically		8	except as required herein or by applicable
9	has rejected other Joint Petitioners'		9	law Do you see that the words "or by
10	efforts to separate upper band width in		10	applicable law" are in bold?
11	upper and lower bands And in		11	A Yes, I do
12	paragraph 270 of the TRO was very specific		12	Q And do you understand that the words are
13	on that issue		13	in bold because they are presently in
14	Q Is there any other applicable law that		14	dispute between the Joint Petitioners and
15	speaks to this issue?		15	BellSouth's
16	A I'm certain there's probably other earlier		16	A Yes, I understand that
17	rules, other earlier laws that speak to		17	
18	line sharing, which is the issue of		18	Q And do you know why BellSouth has objected
19				to including the words "or by applicable
	splitting the upper frequency and lower		19	law" in this section of the agreement?
20	frequency spectrum from each other, but in		20	A I think it's ambiguous because our version
21	terms of the most recent rules on that are		21	of the language is consistent with
22	the Trichnial Review Order		22	applicable law
23	Q I direct your attention to page 5 of your		23	Q Would the orders of the Florida. Georgia,
24	testimony		24	Louisiana, and Kentucky State Commissions
25	A Uh-huh		25	apply to this provision, in your
		••		
1	O Lines II to 12 where you state that even	Page 27		Page 29
1	Q Lines 11 to 12 where you state that, even	Page 27	1	opinion' ⁾
2	in those states where the state	Page 27	2	opinion') MR CULPEPPER Object to the form
2 3	in those states where the state commissions have ordered BellSouth to	Page 27	2 3	opinion'? MR CULPEPPER Object to the form of the question
2 3 4	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when	Page 27	2 3 4	opinion'? MR CULPEPPER Object to the form of the question Is this the most latest version of
2 3 4 5	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice	Page 27	2 3 4 5	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2'?
2 3 4 5 6	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you	Page 27	2 3 4 5 6	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my
2 3 4 5 6 7	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement?	Page 27	2 3 4 5 6 7	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is
2 3 4 5 6 7 8	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered	Page 27	2 3 4 5 6 7 8	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a
2 3 4 5 6 7 8 9	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL	Page 27	2 3 4 5 6 7 8 9	opinion'? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2'? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it
2 3 4 5 6 7 8 9	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia.	Page 27	2 3 4 5 6 7 8 9	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to
2 3 4 5 6 7 8 9 10	on those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky	Page 27	2 3 4 5 6 7 8 9 10	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail
2 3 4 5 6 7 8 9 10 11	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders	Page 27	2 3 4 5 6 7 8 9 10 11	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment
2 3 4 5 6 7 8 9 10 11 12 13	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect?	Page 27	2 3 4 5 6 7 8 9 10 11 12 13	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay
2 3 4 5 6 7 8 9 10 11 12 13 14	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes		2 3 4 5 6 7 8 9 10 11 12 13 14	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection
2 3 4 5 6 7 8 9 10 11 12 13 14 15	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK		2 3 4 5 6 7 8 9 10 11 12 13 14 15	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you recognize this document. Mr. Fogle?		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low frequency portions of the loop. And it's
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you recognize this document, Mr. Fogle? A. Not yet. It appears to be an attachment		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low frequency portions of the loop. And it's a very different issue than what's
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you recognize this document. Mr. Fogle? A. Not yet . It appears to be an attachment to an interconnection agreement		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low frequency portions of the loop. And it's
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you recognize this document. Mr. Fogle? A. Not yet - It appears to be an attachment to an interconnection agreement Q. Would you accept that this is an		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low frequency portions of the loop. And it's a very different issue than what's
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you recognize this document, Mr. Fogle? A. Not yet all appears to be an attachment to an interconnection agreement Q. Would you accept that this is an attachment to the interconnection		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low frequency portions of the loop. And it's a very different issue than what's affected or the state commissions have
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you recognize this document, Mr. Fogle? A. Not yet all appears to be an attachment to an interconnection agreement Q. Would you accept that this is an attachment to the interconnection agreement that is being litigated in this		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low frequency portions of the loop. And it's a very different issue than what's affected or the state commissions have ruled about BellSouth continuing to
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you recognize this document. Mr. Fogle? A. Not yet 1t appears to be an attachment to an interconnection agreement Q. Would you accept that this is an attachment to the interconnection agreement that is being litigated in this case."		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2? MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low frequency portions of the loop. And it's a very different issue than what's affected or the state commissions have ruled about BellSouth continuing to provide DSL service with CLECs.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	in those states where the state commissions have ordered BellSouth to continue to provide DSL service when BellSouth is no longer the voice provider. Which state commissions are you referring to in that statement? A. The state commissions that have ordered BellSouth to continue to provide DSL services would be Florida, Georgia, Louisiana, and Kentucky Q. And, to your knowledge, are those orders still in effect? A. Yes (DEPOSITION EXHIBIT NO 3 WAS MARK Q. I'm going to hand you a large document that's been marked Exhibit 3. Do you recognize this document, Mr. Fogle? A. Not yet all appears to be an attachment to an interconnection agreement Q. Would you accept that this is an attachment to the interconnection agreement that is being litigated in this		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	opinion? MR CULPEPPER Object to the form of the question Is this the most latest version of Attachment 2. MS JOYCE To the best of my knowledge, it is MR CULPEPPER I didn't see a date on it MS JOYCE This is how it came to us, so I've just printed it from e-mail It was an attachment MR CULPEPPER Okay A This section of the interconnection agreement, to my knowledge, governs spectrum unbundling or loop unbundling where you have high frequency and low frequency portions of the loop. And it's a very different issue than what's affected or the state commissions have ruled about BellSouth continuing to provide DSL service with CLECs.

,		Page 30			Page 32
1	so, according to your testimony, they've		1	frequency portion of that loop in order to	
2	ordered BellSouth to continue to provide		2	provide our DSL services. We are not	
3	DSL services when BellSouth is no longer		3	paying for that, nor is it being unbundled	
1 +	the voice provider, what does a technical		4	back to us. but we are getting access to	
5	configuration by which that would be		5	that high frequency portion in order to	
6	implemented ⁹		6	provide our service	
7	MR CULPEPPER Object to the form		7	Q Is BellSouth unbundling the low frequency	
8	of the question		-8	portion of that loop'	
9	Q How would BellSouth continue to provide		9	A Not creating any new network elements that	
10	DSL services when BellSouth is no longer		10	I'm aware of The CLEC has still	
11	the voice provider?		11	purchased the entire loop. They have just	
12	A It depends on the particular state and how		12	provided us access back to use a portion	
13	the orders have been written. Each state		13	of the loop to provide our DSL service, as	
14	has made their own set of rules or their		14	ordered by the commissions	
15	own set of orders as to how we are to		15	Q So is it a fair assessment that BellSouth	
16	implement that particular case. In		16	and the CLP are sharing that loop?	
17	Florida, we provision our DSL service to		17	A They are providing access to it us, so	
18	the end user over a separate line It's		18	I guess you can say they're sharing it	
19	not actually on the same facility, so		19	with us	
20	there's no issue in terms of sharing the		20	Q And the provision I've directed your	
21	frequency or sharing the spectrum on a		21	attention to, 2 1 1 2, to your knowledge,	
22	particular loop		22	does this provision address only line	
23	In Georgia and Louisiana, we have		23	sharing?	
24	been ordered to provide our DSL service		24	A The section 2 is titled unbundled loops	
25	directly on the same loop facility as the		25	So I imagine the overall section relates	
				•	
	1	Page 31			Page 33
1	UNE-P As a result, we had to create	Page 31	1	to the rules and conditions of unbundling	Page 33
	UNE-P As a result, we had to create specific interconnection language giving	Page 31	2	the entire loop	Page 33
3	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the	Page 31	2 3	the entire loop Q Right I have directed your attention	Page 33
2 3 4	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And	Page 31	2 3 4	the entire loop Q Right I have directed your attention specifically to the subpart that's marked	Page 33
2 3 4 5	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in	Page 31	2 3 4 5	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only	Page 33
2 3 4 5 6	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those	Page 31	2 3 4 5 6	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion'?	Page 33
2 3 4 5 6 7	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL	Page 31	2 3 4 5 6 7	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes	Page 33
2 3 4 5 6 7 8	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of	Page 31	2 3 4 5 6 7 8	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2.1.1.2 Is this provision regarding only line sharing, in your opinion'? A Yes Q And are you familiar with the term line	Page 33
2 3 4 5 6 7 8 9	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops.	Page 31	2 3 4 5 6 7 8 9	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting?	Page 33
2 3 4 5 6 7 8 9	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the	Page 31	2 3 4 5 6 7 8 9	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 I I 2 Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes	Page 33
2 3 4 5 6 7 8 9 10	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us	Page 31	2 3 4 5 6 7 8 9 10	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of	Page 33
2 3 4 5 6 7 8 9 10 11 12	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service.	Page 31	2 3 4 5 6 7 8 9 10 11 12	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is?	Page 33
2 3 4 5 6 7 8 9 10 11 12 13	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the	Page 31	2 3 4 5 6 7 8 9 10 11 12 13	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2.1.1.2 Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over the resold line, not over the UNE	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2 Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service Q And, in your opinion, does this provision	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over the resold line, not over the UNE.	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2 Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service Q And, in your opinion, does this provision that we're discussing regard line	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over the resold line, not over the UNE. Q. Where BellSouth provides DSL over the same loop, which is a UNE-P or UNE loop	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2 Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service Q And, in your opinion, does this provision that we're discussing regard line splitting?	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over the resold line, not over the UNE. Q. Where BellSouth provides DSL over the same loop, which is a UNE-P or UNE loop A. Uh-huh	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2 Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service Q And, in your opinion, does this provision that we're discussing regard line splitting? A No. I don't believe it does	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over the resold line, not over the UNE. Q. Where BellSouth provides DSL over the same loop, which is a UNE-P or UNE loop A. Uh-huh. Q is it then unbundling the high.	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service Q And, in your opinion, does this provision that we're discussing regard line splitting? A No. I don't believe it does Q If a CLP one of the Joint Petitioners	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over the resold line, not over the UNE. Q. Where BellSouth provides DSL over the same loop, which is a UNE-P or UNE loop A. Uh-huh. Q is it then unbundling the high frequency portion of that loop, in your	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service Q. And, in your opinion, does this provision that we're discussing regard line splitting? A No. I don't believe it does Q. If a CLP one of the Joint Petitioners who had executed an interconnection.	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line reprized or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over the resold line, not over the UNE. Q. Where BellSouth provides DSL over the same loop, which is a UNE-P or UNE loop A. Uh-huh. Q is it then unbundling the high frequency portion of that loop, in your opinion?	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service Q And, in your opinion, does this provision that we're discussing regard line splitting? A No. I don't believe it does Q If a CLP one of the Joint Petitioners who had executed an interconnection agreement with you in the form that's	Page 33
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	UNE-P As a result, we had to create specific interconnection language giving us the rights to place our services on the high frequency portion of the loop. And those were adopted by a number of CLECs in Georgia and Louisiana. And once those were adopted, then we placed our DSL services on the upper frequency portion of their loops. And in Kentucky, they the Kentucky Health Service Commission gave us the option of providing our DSL service over a resold line and then have the resold line repriced or discounted to the UNE-P rate as an interim solution until we could get other systems and services in place. So we provide our DSL service over the resold line, not over the UNE. Q. Where BellSouth provides DSL over the same loop, which is a UNE-P or UNE loop A. Uh-huh. Q is it then unbundling the high frequency portion of that loop, in your	Page 31	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	the entire loop Q Right I have directed your attention specifically to the subpart that's marked 2 1 1 2. Is this provision regarding only line sharing, in your opinion? A Yes Q And are you familiar with the term line splitting? A Yes Q Can you provide me your understanding of what line splitting is? A Line splitting is where the one CLEC who has purchased the entire band width of the loop chooses to make available a portion of that loop to another CLEC for purposes of running DSL or data service Q. And, in your opinion, does this provision that we're discussing regard line splitting? A No. I don't believe it does Q. If a CLP one of the Joint Petitioners who had executed an interconnection.	Page 33

			Г		
		Page 34			Page 36
1	what portion of Attachment 2 they would		l	loop	
2	invoke in order to perform line splitting?		2	Q And at lines 22 to 25, you have a quote	
3	A Of attachment to this entire document?		3	from the FCC And it states that, we	
4	Q Subpart 2 regarding unbundled loops		4	require incumbent LECs. L-E-C-s. to	
5	A Okas		5	provide access to the high frequency	
6	Q Unless you find another part that would be		6	portion of the loop based on the criteria	
7	relevant		7	for presumed acceptability Would that be	
8	A I'm not that familiar with this document,		8		
9				an unbundled network element, a UNE.	
	so it would be hard for me to claim what		9	U-N-E?	
10	sections allow line splitting		10	A No	
11	(PAUSE)		11	Q How would you characterize that facility?	
12	A I don't see anything in this subsection 2		12	A I would characterize it similar to how in	
13	that specifically talks to line splitting		13	the interconnection agreements that we	
14	Q All right At page 4 of your testimony.		14	have in place we've been ordered to	
15	sir, beginning at line 18, you have a		15	provide our DSL service on the UNE-P of a	
16	passage that begins, even during the		16	CLEC or we've been given access to the	
17	transition period, the FCC has made clear		17	high frequency portion for purpose of	
18	that CLPs are not buying a portion of the		18	providing our DSL service, I would	
19	loop What are you referring to when you		19	characterize it as just the reverse of	
20	say "transition period")		20	that	
21	A Transition period is the time frame that		21	Q Is it an access service?	
22	the FCC has indicated since they have		22	A The high frequency portion of the loop, is	
23	determined that their CLECs are not		23	it an access service?	
24	impaired without access to line sharing,				İ
25			24	Q As defined in this quote that you've	
2.3	so there's a transition period with which		25	included in your testimony?	1
	· · · · · · · · · · · · · · · · · · ·				
		35			
١,	the the CLPs are required to find	Page 35	,	A. No. I don't holious that it is	Page 37
1 2	the the CLPs are required to find	Page 35	l	A No. I don't believe that it is	Page 37
2	other services via line splitting or buy	Page 35	1 2	Q How would a CLEC order this arrangement	Page 37
2 3	other services via line splitting or buy the entire buy a loop So there's a	Page 35	3	Q How would a CLEC order this arrangement that is discussed in this quote?	Page 37
2 3 4	other services via line splitting or buy the entire buy a loop—So there's a transition period which allows them to	Page 35	3 4	Q How would a CLEC order this arrangement that is discussed in this quote?A They would order it I believe using the	Page 37
2 3 4 5	other services via line splitting or buy the entire buy a loop—So there's a transition period which allows them to transition their business plans during	Page 35	3 4 5	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used 	Page 37
2 3 4 5 6	other services via line splitting or buy the entire buy a loop—So there's a transition period which allows them to transition their business plans during that time	Page 35	3 4 5 6	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place 	Page 37
2 3 4 5 6 7	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period?	Page 35	3 4 5 6 7	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at 	Page 37
2 3 4 5 6 7 8	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004	Page 35	3 4 5 6	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? 	Page 37
2 3 4 5 6 7 8 9	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004 Q. And up And until that date, how would	Page 35	3 4 5 6 7	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at 	Page 37
2 3 4 5 6 7 8 9	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width	Page 35	3 4 5 6 7 8	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? 	Page 37
2 3 4 5 6 7 8 9 10	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop?	Page 35	3 4 5 6 7 8 9	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing 	Page 37
2 3 4 5 6 7 8 9 10 11 12	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop?	Page 35	3 4 5 6 7 8 9	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called 	Page 37
2 3 4 5 6 7 8 9 10	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd.	Page 35	3 4 5 6 7 8 9 10 11	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? 	Page 37
2 3 4 5 6 7 8 9 10 11 12	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me?	Page 35	3 4 5 6 7 8 9 10 11 12 13	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up	Page 35	3 4 5 6 7 8 9 10 11 12 13 14	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service.	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today?	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today? A. Up until the transition period, then	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to access less than the full bandwidth of a 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today? A. Up until the transition period, then the until October 1st, 2004. I believe	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to access less than the full bandwidth of a loop? 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today? A. Up until the transition period, then the until October 1st, 2004. I believe they can still order line sharing	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to access less than the full bandwidth of a loop? A I do not 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today? A. Up until the transition period, then the until October 1st, 2004. I believe they can still order line sharing services. And then after October 1st.	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to access less than the full bandwidth of a loop? A I do not Q Do you know where those rates are located? 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today? A. Up until the transition period, then the until October 1st, 2004. I believe they can still order line sharing services. And then after October 1st, they can no longer order those services.	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to access less than the full bandwidth of a loop? A I do not Q Do you know where those rates are located? A I believe they're specified in the 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today? A. Up until the transition period, then the until October 1st, 2004. I believe they can still order line sharing services. And then after October 1st, they can no longer order those services, and I believe there's a repricing over the	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to access less than the full bandwidth of a loop? A I do not Q Do you know where those rates are located? A I believe they're specified in the interconnection agreements. I know 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today? A. Up until the transition period, then the until October 1st, 2004. I believe they can still order line sharing services. And then after October 1st, they can no longer order those services, and I believe there's a repricing over the next couple of years until they have to	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to access less than the full bandwidth of a loop? A I do not Q Do you know where those rates are located? A I believe they're specified in the interconnection agreements. I know they're different from state to state 	Page 37
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	other services via line splitting or buy the entire buy a loop. So there's a transition period which allows them to transition their business plans during that time. Q. How long is the transition period? A. I believe it ends on October 1st, 2004. Q. And up And until that date, how would a CLP access less than the full band width of a loop? A. I'm not sure of your question. If you'd rephrase it possibly for me? Q. How would a CLP engage in line sharing up until the end of the transition period for an arrangement not presently in service today? A. Up until the transition period, then the until October 1st, 2004. I believe they can still order line sharing services. And then after October 1st, they can no longer order those services, and I believe there's a repricing over the	Page 35	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q How would a CLEC order this arrangement that is discussed in this quote? A They would order it I believe using the same ordering methods that they've used historically that are already in place Q What would you call that product at BellSouth? A I believe it's termed line it's called line sharing Q And do you consider that a service or a product? A I would consider it a product Q A wholesale product? A Yes Q Do you know what the rates are for such a wholesale product when a CLP wants to access less than the full bandwidth of a loop? A I do not Q Do you know where those rates are located? A I believe they're specified in the interconnection agreements. I know 	Page 37

				· · · · · · · · · · · · · · · · · · ·	·
,	211 1 11 21 1 52 2 2 2 2	Page 38	.		Page 40
	established, but I don't know what the		I	existing copper loops And they did not	
2	actual rates are		2	specify that a particular date before	
3	Q Do you know under what methodology those		3	or after or when, in their words, and so	
4	rates were derived?		4	we're not looking for that either It's	
5	A I'm not certain, no		5	just there's no impairment, regardless of	
6	Q Are you familiar with the term total		6	when it was deployed So we're making	
7	element long run incremental cost ⁹		7	taking the position that since there's no	
8 9	A Yes, I am		8	impairment, the FCC, since they didn't	
10	Q Do you know whether those wholesale		9	state a particular effective date on this	
110	product rates are created in accordance with TELRIC?		10	particular order, there isn't one	
	_		11	Q All right I think in your response you	
12	A I would assume they are since they're		12	may have been saying two things	
	historical derivation as a result of UNEs		13	A Okay	
14 15	that were unbundled network elements, but		14	Q My question was the TRO has no specific	
16	I was not involved in the development of		15	effective date provided by the FCC, this	
17	those rates		16	order shall be effective on this day. Is	
18	Q And, Mr Fogle, what is your position as		17	that your position'?	
19	to when an order of the FCC becomes effective?		18	A I'm not aware of where it might it may	
20	A On I'm not sure of your question		19	or may not say that somewhere else in the	
21			20	TRO	
22	Q As a general matter, do you have an understanding as to when an order		21 22	Q Are you also saying that with specific	
23	promulgated by the FCC becomes effective			regard to fiber-to-the-home loops and the	
24	as a matter of law?		23 24	order the portion of the order dealing	
25	MR CULPEPPER Object to the form		25	with that, if that portion of the order	
2.7	WIR COLI LITTER Object to the form		23	does not contain a date in it, these rules	
				•	
		Page 39			Page 41
1	of the question	Page 39	1	are effective on this day?	Page 41
2	of the question	Page 39	1 2	are effective on this day" A That is correct	Page 41
2		Page 39		A That is correct	Page 41
2 3 4	of the question A. I mean, it's pretty clear usually that	Page 39	2	A That is correct Q Also on page 7, further down on the page.	Page 41
2 3 4 5	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective	Page 39	2 3	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the	Page 41
2 3 4 5 6	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when	Page 39	2 3 4	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have	Page 41
2 3 4 5 6 7	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective	Page 39	2 3 4 5	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the	Page 41
2 3 4 5 6 7 8	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date?	Page 39	2 3 4 5 6	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement?	Page 41
2 3 4 5 6 7 8	of the question A. I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q. If an order does not say in them when they're effective, is there no effective date? MR. CULPEPPER. The same	Page 39	2 3 4 5 6 7 8 9	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an	Page 41
2 3 4 5 6 7 8 9	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection	Page 39	2 3 4 5 6 7 8 9	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement?	Page 41
2 3 4 5 6 7 8 9 10	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure	Page 39	2 3 4 5 6 7 8 9 10	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order.	Page 41
2 3 4 5 6 7 8 9 10 11	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or	Page 39	2 3 4 5 6 7 8 9 10 11 12	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield	Page 41
2 3 4 5 6 7 8 9 10 11 12 13	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement,	Page 39	2 3 4 5 6 7 8 9 10 11 12 13	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop?	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop?	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A greenfield loop is or a loop that is	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is specified. So it's your position that the	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A greenfield loop is or a loop that is placed into an area that is newly	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is specified. So it's your position that the TRO has no specified date in it?	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A greenfield loop is or a loop that is placed into an area that is newly developed or being newly developed. It's	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is specified. So it's your position that the TRO has no specified date in it? A On this particular issue, which is	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A greenfield loop is or a loop that is placed into an area that is newly developed or being newly developed. It's an area that does not have	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is specified So it's your position that the TRO has no specified date in it? A On this particular issue, which is effecting unbundling relief as applicable	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A greenfield loop is or a loop that is placed into an area that is newly developed or being newly developed. It's an area that does not have telecommunications facilities prior to	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is specified So it's your position that the TRO has no specified date in it? A On this particular issue, which is effecting unbundling relief as applicable to fiber-to-the-home loops, the FCC	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A greenfield loop is or a loop that is placed into an area that is newly developed or being newly developed. It's an area that does not have telecommunications facilities prior to when they're being constructed.	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is specified. So it's your position that the TRO has no specified date in it? A On this particular issue, which is effecting unbundling relief as applicable to fiber-to-the-home loops, the FCC specifically found there's no impairment	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A greenfield loop is or a loop that is placed into an area that is newly developed or being newly developed. It's an area that does not have telecommunications facilities prior to when they're being constructed Q On what date would a loop have to be	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is specified. So it's your position that the TRO has no specified date in it? A On this particular issue, which is effecting unbundling relief as applicable to fiber-to-the-home loops, the FCC specifically found there's no impairment and thus did not make a requirement for us	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A A greenfield loop is or a loop that is placed into an area that is newly developed or being newly developed. It's an area that does not have telecommunications facilities prior to when they're being constructed Q On what date would a loop have to be installed to be determined a greenfield.	Page 41
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	of the question A I mean, it's pretty clear usually that I mean, they're issued on a particular day and they usually say in them when they're effective Q If an order does not say in them when they're effective, is there no effective date? MR CULPEPPER The same objection A I'm not sure Q At page 7 of your testimony, line 4 or beginning at line 3, there's a statement, regardless of whether or not they were deployed prior to the effective date of the TRO, even though no effective date is specified. So it's your position that the TRO has no specified date in it? A On this particular issue, which is effecting unbundling relief as applicable to fiber-to-the-home loops, the FCC specifically found there's no impairment	Page 39	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A That is correct Q Also on page 7, further down on the page, lines 15 to 16, you state that the language of the Joint Petitioners have offered creates an obligation that the FCC did not intend. What do you mean by that statement? A Well, if the FCC intended to create an effective date, our position is they would have put that in their order Q Are you familiar with the term greenfield loop? A Yes Q And what is a greenfield loop? A greenfield loop is or a loop that is placed into an area that is newly developed or being newly developed. It's an area that does not have telecommunications facilities prior to when they're being constructed Q On what date would a loop have to be	Page 41

			$\overline{}$		
		Page 42			Page 44
1	in the industry for any loop that is being		1	A Once service has all been turned up and	
2	constructed in a new area, so it's		2	the area is built out, it is no longer	
3	depending on where you're sitting at the		3	new	
1	time Like today, greenfield areas, as we		4	Q All right	
5	would refer to them in BellSouth, are		5	(DEPOSITION EXHIBIT NO 4 WAS MARK	KED)
6	areas that are being constructed or		6	Q I'm handing you a document that's been	,
7	developed now. New housing subdivisions,		7	marked Exhibit 4 Do you recognize this	
8	new apartment complexes, new office		8	document?	
9	buildings, those would all be considered		9	A No. I do not	
10	greenfields There's no facilities		10	Q Do you recognize the front page?	
11	available today because none have been		11	A I don't believe I've ever seen it before.	
12	constructed Two months from now, some of		12	but it appears to be a report and order on	
13	that construction would complete and those		13	remand and further notes of proposed rule	
14	areas would no longer be considered		14	making from the FCC	
15	greenfield And whatever areas are still		15	Q Would you accept that this is the front	
16	under construction would be considered		16	page of the TRO'	
17	greenfield going forward It's a term		17	A Yes, that would be	
18	that's used essentially to describe areas		18	Q And because it's a voluminous document,	
19	of new construction		19	I've only provided you with a portion of	
20	Q If a fiber-to-the-home loop had been		20	that order that's been printed from the	
21	installed the day after the TRO was		21	FCC's website And I direct your	
22	released, would it be a greenfield loop,		22	attention to the section that's begins	i
23	in your opinion ⁹		23	on page 2 of the exhibit called FTTH	
24	A Well, all loops start out as greenfield		24	loops	
25	loops because I mean, greenfield is		25	MR CULPEPPER I don't have a	
١.		Page 43			Page 45
1	just a term that describes an area of	Page 43	l	page 2	Page 45
2	under new construction So it's it is	Page 43	2	MS JOYCE The second page	Page 45
2 3	under new construction So it's it is you know, it's newly deployed or	Page 43	2	MS JOYCE The second page MR CULPEPPER Okay	Page 45
2 3 4	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what	Page 43	2 3 4	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but	Page 45
2 3 4 5	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're	Page 43	2 3 4 5	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page	Page 45
2 3 4 5 6	under new construction. So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future.	Page 43	2 3 4 5 6	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163?	Page 45
2 3 4 5 6 7	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is	Page 43	2 3 4 5 6 7	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 1637 MS JOYCE Yes	Page 45
2 3 4 5 6 7 8	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what	Page 43	2 3 4 5 6 7 8	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 1637 MS JOYCE Yes MR CULPEPPER Okay	Page 45
2 3 4 5 6 7 8 9	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out'	Page 43	2 3 4 5 6 7 8	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 1637 MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take	Page 45
2 3 4 5 6 7 8 9	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form	Page 43	2 3 4 5 6 7 8 9	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 1637 MS JOYCE Yes MR CULPEPPER Okay Q Did you review And If you need to take a moment, please do	Page 45
2 3 4 5 6 7 8 9 10	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question	Page 43	2 3 4 5 6 7 8 9 10	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when	Page 45
2 3 4 5 6 7 8 9 10 11 12	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can	Page 43	2 3 4 5 6 7 8 9 10 11 12	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the	Page 45
2 3 4 5 6 7 8 9 10 11 12 13	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out' MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not	Page 43	2 3 4 5 6 7 8 9 10 11 12 13	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but it's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing'?	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out') MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network'?	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network? A Yes, there would be greenfield loops	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And If you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information A I did review this particular section prior	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network? A Yes, there would be greenfield loops We've been talking about greenfield loops	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information A I did review this particular section prior to writing the testimony	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network? A Yes, there would be greenfield loops We've been talking about greenfield loops for years. It's a term that's used inside	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information A I did review this particular section prior to writing the testimony Q Can you direct me to the portion of this	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network? A Yes, there would be greenfield loops We've been talking about greenfield loops for years. It's a term that's used inside BellSouth and in the industry for areas of	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information A I did review this particular section prior to writing the testimony Q Can you direct me to the portion of this section that supports your understanding	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network? A Yes, there would be greenfield loops We've been talking about greenfield loops for years. It's a term that's used inside BellSouth and in the industry for areas of new construction	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but it's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information A I did review this particular section prior to writing the testimony Q Can you direct me to the portion of this section that supports your understanding of what is a greenfield loop in the FTTH	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network? A Yes, there would be greenfield loops We've been talking about greenfield loops for years. It's a term that's used inside BellSouth and in the industry for areas of new construction Q When does it become Exactly what	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but it's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information A I did review this particular section prior to writing the testimony Q Can you direct me to the portion of this section that supports your understanding of what is a greenfield loop in the FTTH context?	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network? A Yes, there would be greenfield loops We've been talking about greenfield loops for years It's a term that's used inside BellSouth and in the industry for areas of new construction Q When does it become Exactly what moment in time does it become a brownfield	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but It's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information A I did review this particular section prior to writing the testimony Q Can you direct me to the portion of this section that supports your understanding of what is a greenfield loop in the FTTH context? A In the I guess the second sentence	Page 45
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	under new construction So it's it is you know, it's newly deployed or greenfield just simply refers to what you're looking forward to and what you're doing in the future Q So the determination of whether a loop is a greenfield loop is not dependent on what date the TRO came out? MR CULPEPPER Object to the form of the question A I'm not sure I mean, may be you can rephrase the question for me I'm not real clear on it, what you're asking Q If the TRO had never been released and didn't exist, would there be greenfield loops in BellSouth's network? A Yes, there would be greenfield loops We've been talking about greenfield loops for years. It's a term that's used inside BellSouth and in the industry for areas of new construction Q When does it become Exactly what	Page 43	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MS JOYCE The second page MR CULPEPPER Okay MS JOYCE It's not marked 2, but it's page MR CULPEPPER Page 163? MS JOYCE Yes MR CULPEPPER Okay Q Did you review And if you need to take a moment, please do Did you review this section when you wrote your testimony regarding the issue we're discussing? MR CULPEPPER Object to the question to the extent it's asking the deponent to disclose privileged information A I did review this particular section prior to writing the testimony Q Can you direct me to the portion of this section that supports your understanding of what is a greenfield loop in the FTTH context?	Page 45

		Page 46			Page 48
1	applies to FTTH loops deployed by	5. 10	ı	location in that there's nothing embedded.	rage 40
2	incumbent LECs in both new construction		2	there's nothing existing there, no	
3	and overbuild situations The area where		3	services no infrastructure available	
4	they're talking about new construction,		4		
5				to offer services, so something new must	
6	that's an area that we commonly refer to		5	be built to reach those customers	
	in the industry as greenfield		6	Q What is your understanding of what an	
7	The next two sentences kind of		7	overbuild is')	
8	claborate on that sentence, the first of		8	A An overbuild situation is where we have	
9	which they talk about our obligations in		9	existing infrastructure or existing	
10	the overbuild situations. The second		10	telecommunications planned and we choose	
11	sentence refers to newly deployed or		11	to come in and build new infrastructure or	
12	greenfield fiber loops which, again, is		12	new plant on top of that existing	
13	discussing or talking about the new		13	infrastructure usually for the purposes of	
14	construction portion of this rule		14	offering new services or to put in new	
15	Q And is it your testimony that the term new		15	technologies that are more cost effective	
16	construction is determined by the ILEC in		16	for other reasons But it's us	
17	how it views its build-out plans?		17	reconditioning or rebuilding our	
18	MR CULPEPPER Object to the form		18	infrastructure our existing	
19	of the question		19	infrastructure to upgrade with new	
20	A I'm I'm not sure of your question		20	technologies and new services	
21	Could you maybe rephrase it for me?		21	Q Is that rebuilding considered by you to be	
22	Q I guess to be somewhat glib, is a new		22	a greenfield ⁹	
23	construction anything that BellSouth says		23	A No	
24	it is')		24	Q Is it a brownfield?	
25	A No I mean, new construction it's		25	A It's Some people refer to it as	
			25	A it's some people felot to it as	
		Page 47			D 10
1	pretty apparent when a new construction	ruge 47	1	brownfield It's more commonly referred	Page 49
2	would be You drive by and you see		2	to as overbuild	
3	bulldozers and buildings going up and		3	Q Do you believe that BellSouth has any	
4	there are areas that they start off as		4	obligation to provide a rebuilt facility	
5	green fields and turn into housing		5		
6	developments, apartment complexes, office		6	of the type that you just characterized as	
7	buildings, those types of things. That		7	an unbundled network element?	
8				A That's a fairly broad question Are you	
9	is, you know the greenfield area is		8	referring to a particular like a	
10	completely an area of new construction		9	fiber-to-the-home specifically or	
	It requires We do a lot of work to		10	Q Or with respect to the testimony you've	
11	build up facilities to those new		11	just given about BellSouth rebuilding,	
12	locations, new construction areas		12	what it typically calls overbuild	
13	Q So is it your testimony that the word		13	A Uh-huh	
14	greenfield refers to the fact that it's an		14	Q Is it your position that or do you	
15	open meadow with no construction on it yet		15	have a position as to whether BellSouth	
16	and there are no buildings there?		16	has an obligation to provide overbuilt	
17			17	facilities to a CLP as a UNE?	
18	A It's not necessarily an open meadow or no				1
Lio	buildings It is simply that there's new		18	A In regards to fiber-to-the-home loops in	
19	buildings—It is simply that there's new construction or new housing units or		18 19	A In regards to fiber-to-the-home loops in particular where we have chosen to do an	
20	buildings—It is simply that there's new construction or new housing units or office units or areas in which there are		18 19 20	A In regards to fiber-to-the-home loops in particular where we have chosen to do an overbuild, there's existing copper	
20 21	buildings—It is simply that there's new construction or new housing units or office units or areas in which there are no facilities built at present and someone		18 19 20 21	A In regards to fiber-to-the-home loops in particular where we have chosen to do an	
20 21 22	buildings—It is simply that there's new construction or new housing units or office units or areas in which there are no facilities built at present and someone has to make the investment to build		18 19 20 21 22	A In regards to fiber-to-the-home loops in particular where we have chosen to do an overbuild, there's existing copper	
20 21 22 23	buildings—It is simply that there's new construction or new housing units or office units or areas in which there are no facilities built at present and someone has to make the investment to build facilities out to reach those potential		18 19 20 21	A In regards to fiber-to-the-home loops in particular where we have chosen to do an overbuild, there's existing copper infrastructure, and we've chosen to	
20 21 22 23 24	buildings—It is simply that there's new construction or new housing units or office units or areas in which there are no facilities built at present and someone has to make the investment to build facilities out to reach those potential customers—And so as a result, it's a		18 19 20 21 22	A In regards to fiber-to-the-home loops in particular where we have chosen to do an overbuild, there's existing copper infrastructure, and we've chosen to replace that with fiber-to-the-home.	
20 21 22 23	buildings—It is simply that there's new construction or new housing units or office units or areas in which there are no facilities built at present and someone has to make the investment to build facilities out to reach those potential		18 19 20 21 22 23	A In regards to fiber-to-the-home loops in particular where we have chosen to do an overbuild, there's existing copper infrastructure, and we've chosen to replace that with fiber-to-the-home Our obligation is to continue to provide	

)

	<u> </u>	Ι –	1770	_
١,	Page 50	١,	I I I'I A A A FETTO OF ST	Page 52
	to CLECs And that only in situations	1	deployed fiber-to-the-curb FTTC to 99.271	
3	where we're doing an overbuild Q All right	2 3	living units in North Carolina Do you see that?	
4	(DEPOSITION EXHIBIT NO 5 WAS MARKED)	3	A Yes	
5	Q I'm handing you a document that's been	5		
6		1	Q Do you characterize those loops as	
7	labeled Exhibit 5 Do you recognize this document?	6	greenfield loops or brownfield loops?	
8	A Yes	7	A They would be brownfield	
9	Q Can you tell me what it is?	8	Q And in the previous sentence, it states.	
10	A It's an FCC Tariff No 1 specific to	y 10	BellSouth currently has zero	
11	BellSouth's DSL service	11	fiber-to-the-home loops deployed in North	
12	Q Have you ever reviewed the provision that	12	Carolina Do you see that? A Yes, I do	
13	appears on this page before'	13		
14	A Yes	14	Q And did you assist in providing this	
15	Q Can you direct me to the language on this	15	response to the Joint Petitioners' A Yes, I did	
16	page that would explain what kind of	16		
17	access a CLP or a CLEC could get to a loop	17	Q Do you know whether BellSouth is presently installing fiber-to-the-home loops in	
18	that is in use by BellSouth for DSL	18	North Carolina'	
19	scrvices?	19	A I do not believe that we are	
20	A I don't believe that there's any language	20	Q Are there any greenfield fiber-to-the-home	
21	on this page that provides access to a	21	loops deployed loops in North	
22	CLEC to a loop that's being used by	22	Carolina ⁹	
23	BellSouth	23	A Unless there is a technology test that may	
24	Q I'm now handing you a document that's been	24	be happening or some very small amount,	
25	marked Exhibit 6	25	that could be possible. Other than that,	
	Page 51			D . 52
1	(DEPOSITION EXHIBIT NO 6 WAS MARKED)	1	we are not commercially deploying	Page 53
2	Q Do you recognize this document? And I	2	fiber-to-the-home in North Carolina at	
3	invite you to review it	3	this time	
4	(PAUSE)	4	Q Okay Is it correct that there are not	
5	A Yes. I do	5	any brownfield fiber-to-the-home loops in	
6	Q This is a response that BellSouth provided	6	North Carolina'	
7	to the Joint Petitioners in response to	7	A That is correct	
8	their discovery questions, is that	8	Q And I direct your attention now to the	
9	correct'	9	first page of the exhibit, which also	
10	A Yes, it is	10	states that BellSouth currently has zero	
11	Q And it's marked item number 2-15-1 Do	11	fiber-to-the-home loops deployed in	
12	you understand that to mean that these	12	Alabama There are no brownfield	
13	questions regard issue 2-15?	13	fiber-to-the-home loops in Alabama at this	
14	A Yes, they do	14	time'	
15	Q I direct your attention to the page that's	15	A That's correct	
16	numbered 31 in this exhibit, but it's the	16	Q Nor any greenfield fiber-to-the-home	
17	third page of the exhibit	17	loops')	
1 I Y	A Okay	18	A I don't believe we're commercially	
18		19	deploying it Like I said, there may be	
19	Q And the question posed to BellSouth was.	-	come encortic took no lower toots that are	
19 20	provide all documents regarding the	20	some specific technology tests that are	
19 20 21	provide all documents regarding the proportion as a percentage of BellSouth	21	going on where individual loops may have	
19 20 21 22	provide all documents regarding the proportion as a percentage of BellSouth loops that are fiber-to-the-home loops	21 22	going on where individual loops may have been serviced, but there's been no	
19 20 21 22 23	provide all documents regarding the proportion as a percentage of BellSouth loops that are fiber-to-the-home loops And at the bottom of the page.	21 22 23	going on where individual loops may have been serviced, but there's been no commercial deployment	
19 20 21 22	provide all documents regarding the proportion as a percentage of BellSouth loops that are fiber-to-the-home loops	21 22	going on where individual loops may have been serviced, but there's been no	

	· · · · · · · · · · · · · · · · · · ·			
	Page 54			Page 56
1	deployed in Alabama to 18,275 living	1	mtcrchangeably?	
2	units Do you see that?	2	A I've seen them used a lot	
3	A Yes	3	interchangeably. I have a tendency to be	
4	Q Are those all brownfield FTTC loops, in	4	a bit of a purist in that	
5	your opinion ⁹	5	fiber-to-the-home means that it goes to a	
6	A Yes	6	house, fiber-to-the-premise would be going	
7	Q Can you tell me what the term living unit	7	to a business But the underlying	
8	means'?	8	technology would be the same	
9	A It's a term that's used to describe	9	Q And an FTTC loop and an FTTP loop would	
10	generically a household, could be a	10	not be the same things, is that correct?	
11	apartment, could be a condominium, it	11	A They are incredibly close to each other in	
12	could be a duplex or a residence. A	12	terms of what they are Fiber-to-the-curb	ĺ
13	residential living unit of some sort. It	13	and fiber-to-the-home, the only difference	ĺ
14	could be a stand-alone freestanding	14	is what the choice is for the last couple	ĺ
15	home	15	hundred feet, choice of technology for	j
16	Q Can there be a fiber-to-the-home loop	16	those last couple hundred feet from the	İ
17	deployed to a business location'?	17	curb to the house Fiber There's no	
18	A I guess If you really nids and	18	differences in the services that are	
19	nats, you could say no, because it's not a	19	available There's no differences in	j
20	home, but the fiber to the premise or	20	capabilities offered between	
21	fiber to the fiber could be deployed	21	fiber-to-the-curb and fiber-to-the-home	
22	all the way to a business location	22	The difference is just that the last few	
23	Sometimes this is referred to collectively	23	hundred feet is typically a copper or	
24	as FTTX or fiber-to-the-something But	24	coaxial drop as opposed to a fiber drop	
25	the same technology can be used to provide	25	that goes into the home	
		l		
	Page 55			Page 57
ı	Page 55 services to businesses as we provide	1		Page 57
2	Page 55 services to businesses as we provide services to home	1 2	Q But as used in these acronyms A Uh-huh	Page 57
	services to businesses as we provide	1 2 3	Q But as used in these acronyms A Uh-huh	Page 57
2 3 4	services to businesses as we provide services to home		Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise?	Page 57
2 3	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for	3	Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not	Page 57
2 3 4	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business?	3 4	Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any	Page 57
2 3 4 5 6 7	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem?	3 4 5	Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not	Page 57
2 3 4 5 6 7 8	services to businesses as we provide services to home Q. Could that acronym possibly be FTTB for business? A. Could be You also see FTTP, which is fiber-to-the-prem	3 4 5 6	Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states?	Page 57
2 3 4 5 6 7 8 9	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise	3 4 5 6 7	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology 	Page 57
2 3 4 5 6 7 8 9	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to	3 4 5 6 7 8	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number 	Page 57
2 3 4 5 6 7 8 9 10	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units?	3 4 5 6 7 8 9	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology 	Page 57
2 3 4 5 6 7 8 9 10 11 12	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just	3 4 5 6 7 8 9	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for	3 4 5 6 7 8 9 10	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be 1 mean, it's just those are just different names for technologies that are being used As	3 4 5 6 7 8 9 10 11	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be 1 mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of	3 4 5 6 7 8 9 10 11 12 13	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be 1 mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and	3 4 5 6 7 8 9 10 11 12 13 14	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which is essentially the concept taking the	3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which is essentially the concept taking the fiber all the way to the customer	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? A I'm not even sure what it exists. 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which is essentially the concept taking the fiber all the way to the customer location. And so they call it lots of	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? A I'm not even sure what it exists, therefore, by definition, it's 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which is essentially the concept taking the fiber all the way to the customer location. And so they call it lots of different things, but it's essentially.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? A I'm not even sure what it exists, therefore, by definition, it's brownfield. If it's already been If 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which is essentially the concept taking the fiber all the way to the customer location. And so they call it lots of different things, but it's essentially taking fiber all the way into the home or	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? A I'm not even sure what it exists, therefore, by definition, it's 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which is essentially the concept taking the fiber all the way to the customer location. And so they call it lots of different things, but it's essentially taking fiber all the way into the home or a business or an office, whatever the case.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? A I'm not even sure what it exists, therefore, by definition, it's brownfield. If it's already been If it didn't exist, by definition it would be 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which is essentially the concept taking the fiber all the way to the customer location. And so they call it lots of different things, but it's essentially taking fiber all the way into the home or a business or an office, whatever the case would be	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? A I'm not even sure what it exists, therefore, by definition, it's brownfield. If it's already been If it didn't exist, by definition it would be greenfield. But in those particular. 	Page 57
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	services to businesses as we provide services to home Q Could that acronym possibly be FTTB for business? A Could be You also see FTTP, which is fiber-to-the-prem THE COURT REPORTER Prem? THE WITNESS Prem as in short for premise Q Are an FTTH loop and FTTP loop deployed to the same living units? A They could be I mean, it's just those are just different names for technologies that are being used As telecom, as you find out, there's lots of different acronyms for the same thing, and so there's one on line technology, which is essentially the concept taking the fiber all the way to the customer location. And so they call it lots of different things, but it's essentially taking fiber all the way into the home or a business or an office, whatever the case.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q But as used in these acronyms A Uh-huh Q the curb is not the same as a premise? A No, it is not Q Do you know whether BellSouth has any installed FTTH loops in any other of its states? A I believe we've been doing some technology trials where we have a very limited number with specifically chosen customers who are testing out some technologies, but I believe that is the limit. We have chosen to deploy fiber-to-the-curb as our chosen technology for fiber deployment as opposed to fiber-to-the-home. Q Would a trial loop of that kind be a brownfield loop, in your opinion? A I'm not even sure what it exists, therefore, by definition, it's brownfield. If it's already been If it didn't exist, by definition it would be greenfield. But in those particular cases, we're not even usually charging the 	Page 57

			1		
		Page 58			Page 60
]	times it's an employee of the company,		1	how many FTTC loops there are deployed in	
2	that type of thing We're just typically		2	Georgia'?	
3	trying to field trial, field test a		3	MR CULPEPPER Out of an	
4	particular technology by a particular		4	abundance of caution. I want to put an	
5	vendor		5	objection on the record, to the extent the	
6	Q So a trial is neither a greenfield nor a		6	line of questioning goes to testimony	
7	brownfield?		7	beyond the deponent's direct testimony in	
8	A The legal designation of a trial would		8	North Carolina I anticipate this won't	
9	I mean, it's usually not even it's		9	be an issue down the road, but I want to	
10	something where we're we've got a		10	put it on the record	
11	technology group who has put some		11	A I don't know the number in Georgia	
12	equipment in the network specifically to		12	Q I don't want you to speculate, but, in	
13	try to see how service is going to work		13	your expertise, could you ballpark it? Is	
14	for a particular end user It's a what		14	it between 10,000 and 90,000?	
15	we call friendly end user, employee, that		15	A I really don't know, to tell you the	
16	type of thing So it's not one that any		16	truth It's It would depend on	
17	services would be typically available		17	whether or not there's been a more	
18	It's not one where we are selling service		18	aggressive deployment of fiber-to-the-curb	
19	or making it commercially available		19	in Georgia versus other states And I	
20	We're simply trialing a technology So I		20	don't know whether that's been the case or	
21	do know that we've got some a variety		21	not So it could be I couldn't	
22	of trials out there that we're running at		22	speculate It could be 10,000, it could	
23	any given time for various different new		23	be 90,000, it could be 200,000. I simply	
24	technologies that are out there. So it		24	don't know	
25	would not surprise me if we had at least a		25		
	would not surprise me if we had at least a		23	Q I don't want to ask you to speculate	
İ		Page 59			Page 61
1	handful of fiber-to-the-home circuits in		1	then That's not helpful	5
2	place in our network to trial customers		2	Could you answer that question for	
3	Q Can you identify states in which these		3	Florida, how many FTTC loops are installed	
4	trial loops have been deployed?		4	in Florida'?	
5	A We typically do them in Georgia and		5	A Unless it happens to be in this	
6					
	Florida, more often in Georgia But I				
7	Florida, more often in Georgia But I don't know occasionally we make a		6	interrogatory. I don't know that answer	
8	don't know occasionally we make a		6 7	interrogatory. I don't know that answer either	
	don't know occasionally we make a decision to do it in some other place		6 7 8	interrogatory. I don't know that answer either Q So then other than the responses that are	
8	don't know occasionally we make a decision to do it in some other place Q Assuming the trial loop stays		6 7 8 9	onterrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have	
8 9 10	don't know occasionally we make a decision to do it in some other place Q Assuming the trial loop stays installed	į	6 7 8 9	unterrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided.	
8 9 10 11	don't know occasionally we make a decision to do it in some other place Q Assuming the trial loop stays installed A Uh-huh	i	6 7 8 9 10	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate	
8 9 10 11 12	don't know occasionally we make a decision to do it in some other place Q Assuming the trial loop stays installed A Uh-huh Q stays in the network, do you know		6 7 8 9 10 11 12	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number	
8 9 10 11 12 13	don't know occasionally we make a decision to do it in some other place Q. Assuming the trial loop stays installed A. Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP		6 7 8 9 10 11 12 13	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops?	
8 9 10 11 12 13 14	don't know occasionally we make a decision to do it in some other place Q. Assuming the trial loop stays installed A. Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE?		6 7 8 9 10 11 12 13 14	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in	
8 9 10 11 12 13 14 15	don't know occasionally we make a decision to do it in some other place Q. Assuming the trial loop stays installed A. Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A. Trials will never stay in the network.		6 7 8 9 10 11 12 13 14 15	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've	
8 9 10 11 12 13 14 15 16	don't know occasionally we make a decision to do it in some other place Q Assuming the trial loop stays installed A Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A Trials will never stay in the network After the trial is over, we take them down		6 7 8 9 10 11 12 13 14 15 16	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states	
8 9 10 11 12 13 14 15 16 17	don't know occasionally we make a decision to do it in some other place Q Assuming the trial loop stays installed A Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A Trials will never stay in the network After the trial is over, we take them down and the customer returns to their previous		6 7 8 9 10 11 12 13 14 15 16 17	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states had I just don't recall	
8 9 10 11 12 13 14 15 16 17	don't know occasionally we make a decision to do it in some other place Q Assuming the trial loop stays installed A Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A Trials will never stay in the network After the trial is over, we take them down and the customer returns to their previous service. So the only reason they would		6 7 8 9 10 11 12 13 14 15 16 17 18	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states had I just don't recall MS JOYCE Would you like to take	
8 9 10 11 12 13 14 15 16 17 18	don't know occasionally we make a decision to do it in some other place Q Assuming the trial loop stays installed A Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A Trials will never stay in the network After the trial is over, we take them down and the customer returns to their previous service. So the only reason they would stay is if we're still conducting some		6 7 8 9 10 11 12 13 14 15 16 17 18 19	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states had I just don't recall MS JOYCE Would you like to take a break, or do you want to continue?	
8 9 10 11 12 13 14 15 16 17 18 19 20	don't know occasionally we make a decision to do it in some other place Q. Assuming the trial loop stays installed A. Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A. Trials will never stay in the network After the trial is over, we take them down and the customer returns to their previous service. So the only reason they would stay is if we're still conducting some aspect of the trial.		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states had I just don't recall MS JOYCE Would you like to take a break, or do you want to continue? (RECESS)	
8 9 10 11 12 13 14 15 16 17 18 19 20 21	don't know occasionally we make a decision to do it in some other place Q. Assuming the trial loop stays installed A. Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A. Trials will never stay in the network. After the trial is over, we take them down and the customer returns to their previous service. So the only reason they would stay is if we're still conducting some aspect of the trial. Q. And with regard to FTTC loops, the		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states had I just don't recall MS JOYCE Would you like to take a break, or do you want to continue? (RECESS) BY MS JOYCE	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	don't know occasionally we make a decision to do it in some other place Q. Assuming the trial loop stays installed A. Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A. Trials will never stay in the network. After the trial is over, we take them down and the customer returns to their previous service. So the only reason they would stay is if we're still conducting some aspect of the trial. Q. And with regard to FTTC loops, the responses you and I have reviewed state.		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states had I just don't recall MS JOYCE Would you like to take a break, or do you want to continue? (RECESS) BY MS JOYCE Q Mr Fogle, you understand that you're	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	don't know occasionally we make a decision to do it in some other place Q. Assuming the trial loop stays installed A. Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A. Trials will never stay in the network. After the trial is over, we take them down and the customer returns to their previous service. So the only reason they would stay is if we're still conducting some aspect of the trial. Q. And with regard to FTTC loops, the responses you and I have reviewed state that there are approximately 18,000 of		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states had I just don't recall MS JOYCE Would you like to take a break, or do you want to continue? (RECESS) BY MS JOYCE Q Mr Fogle, you understand that you're still under oath'?	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	don't know occasionally we make a decision to do it in some other place Q. Assuming the trial loop stays installed A. Uh-huh Q stays in the network, do you know whether BellSouth would provide a CLP access to it as a UNE? A. Trials will never stay in the network. After the trial is over, we take them down and the customer returns to their previous service. So the only reason they would stay is if we're still conducting some aspect of the trial. Q. And with regard to FTTC loops, the responses you and I have reviewed state.		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	interrogatory. I don't know that answer either Q So then other than the responses that are before you here that you and I have discussed that have already been provided, you couldn't provide me with an estimate in any other BellSouth state of the number of installed FTTC loops? A The last time I looked at this data was in the development of this response, and I've simply forgotten what the other states had I just don't recall MS JOYCE Would you like to take a break, or do you want to continue? (RECESS) BY MS JOYCE Q Mr Fogle, you understand that you're	

1					
1	line conditioning to compete the state	Page 62			Page 64
	line conditioning is something that		1	and in some cases makes it unusable for	
2	BellSouth would do to a loop for its own		2	the end user So we remove bridge tap for	
3	retail customers'		3	xDSL customers to remove the interference	
1	A I don't believe the definition of line		4	so that their throughput speeds and the	
5	conditioning is limited to just what		5	quality of service goes up	
6	BellSouth could perform for itself		6	Q Would it ever be the case that there would	
7	Q Does BellSouth perform line conditioning		7	be all bridge taps removed from an NDSL	
8	for its retail customers')		8	loop that is used by a BellSouth retail	
9	A There are certain forms of line		9	customer'	
10	conditioning that we do perform for our		10	A There could be cases where all bridge tap	
11	retail customers		11	would be removed It would depend on the	
12	Q Do you perform it for customers receiving		12	engineering judgment at the time to	
13	\DSL services')		13	when they determine what bridge tap is in	
14	A Yes		14	place and what potentially needs to be	
15	Q Would you perform line conditioning for a		15	removed as to what they would do	
16	customer served over a DS-1 loop ⁹		16	Routinely for BellSouth's DSL's customers.	
17	A I believe that there would probably be		17	we just simply don't qualify customers	
18	times when line conditioning would be		18	with excessive bridge taps for DSL	
19	necessary to be able to provide a DS-1		19	service, so they're not able to order the	
20	Q And so you would perform that line		20	service	
21	conditioning for your retail customer?		21	Q What is your definition of excessive	
22	A I believe so, yes		22	bridge tap ⁹	
23	Q Do you have any understanding about		23	A An excessive bridge tape would be a bridge	
24	whether the customer would be charged for		24	tap that is still on the loop facility as	
25	that line conditioning?	1	25	a result of some historical requirements	
<u> </u>				a result of some historical requirements	
		Page 63			Page 65
1	A I don't know	1	1	but is no longer needed and no longer has	
2	Q To your knowledge, does BellSouth perform	ŀ	2	a design purpose, therefore it's	İ
3	line conditioning on DS-1 loops in use by		3	considered excessive. It's more than is	1
4	a CLP ⁹	i	4	necessary So you can then remove the	
5	A I would assume that we do, but I wouldn't		5	excessive amounts of bridge tap to	
6	know any specifics around that	ı	6	potentially facilitate providing DSL	
7	Q What might be involved in performing line		7	service	l
8	conditioning ⁹		8	O. What dagger assessment by built is	
0			•	• • What design burbose inight bridge ian serve	
9	A Line conditioning is a broad term It's		9	Q What design purpose might bridge tap serve in other contexts'	
10	used to just as it sounds, any kind of		9	in other contexts'	
10 11	used to just as it sounds, any kind of activity or work that is done to condition		9	In other contexts' A Bridge tap is something that telephone	
10 11 12	used to just as it sounds, any kind of		9 10	In other contexts' A Bridge tap is something that telephone companies have been using for a long	
10 11 12 13	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal		9 10 11 12	in other contexts' A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an	
10 11 12 13 14	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal	į	9 10 11 12 13	in other contexts' A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where	
10 11 12 13	used to just as it sounds, any kind of activity or work that is done to condition a line for use—It could involve removal		9 10 11 12 13 14	in other contexts'? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is	
10 11 12 13 14	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line.		9 10 11 12 13 14 15	in other contexts'? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user.	
10 11 12 13 14 15	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind.	,	9 10 11 12 13 14 15 16	in other contexts'? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end	
10 11 12 13 14 15	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind of rearrangement or modification of the		9 10 11 12 13 14 15 16 17	in other contexts'? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end user moves into a home or orders phone.	
10 11 12 13 14 15 16	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind of rearrangement or modification of the outside plant infrastructure to condition.		9 10 11 12 13 14 15 16 17 18	in other contexts'? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end user moves into a home or orders phone service, we can use the same facility in	
10 11 12 13 14 15 16 17	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind of rearrangement or modification of the outside plant infrastructure to condition a line for use for a particular service.		9 10 11 12 13 14 15 16 17 18 19	In other contexts'? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end user moves into a home or orders phone service, we can use the same facility in one of multiple locations and it increases.	
10 11 12 13 14 15 16 17 18	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind of rearrangement or modification of the outside plant infrastructure to condition a line for use for a particular service. Q. Why might it be necessary to remove a		9 10 11 12 13 14 15 16 17 18 19 20	In other contexts? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end user moves into a home or orders phone service, we can use the same facility in one of multiple locations and it increases the efficiency of our outside plant.	
10 11 12 13 14 15 16 17 18 19 20 21 22	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind of rearrangement or modification of the outside plant infrastructure to condition a line for use for a particular service. Q. Why might it be necessary to remove a bridge tap from an NDSL loop?		9 10 11 12 13 14 15 16 17 18 19 20 21	In other contexts'? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end user moves into a home or orders phone service, we can use the same facility in one of multiple locations and it increases the efficiency of our outside plant infrastructure and its ability to serve	
10 11 12 13 14 15 16 17 18 19 20 21	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind of rearrangement or modification of the outside plant infrastructure to condition a line for use for a particular service. Q. Why might it be necessary to remove a bridge tap from an NDSL loop? A. Bridge tap essentially acts as a very		9 10 11 12 13 14 15 16 17 18 19 20 21 22	in other contexts? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end user moves into a home or orders phone service, we can use the same facility in one of multiple locations and it increases the efficiency of our outside plant infrastructure and its ability to serve voice services.	
10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind of rearrangement or modification of the outside plant infrastructure to condition a line for use for a particular service. Q. Why might it be necessary to remove a bridge tap from an NDSL loop? A. Bridge tap essentially acts as a very large antenna. And as a result, it		9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	in other contexts? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end user moves into a home or orders phone service, we can use the same facility in one of multiple locations and it increases the efficiency of our outside plant infrastructure and its ability to serve voice services. Q And why might a load coil be removed from	
10 11 12 13 14 15 16 17 18 19 20 21 22 23	used to just as it sounds, any kind of activity or work that is done to condition a line for use. It could involve removal of bridge taps, it could involve removal of load coils. Some people consider line and station transfers as line conditioning. Essentially, it's any kind of rearrangement or modification of the outside plant infrastructure to condition a line for use for a particular service. Q. Why might it be necessary to remove a bridge tap from an NDSL loop? A. Bridge tap essentially acts as a very		9 10 11 12 13 14 15 16 17 18 19 20 21 22	in other contexts? A Bridge tap is something that telephone companies have been using for a long time. It is essentially a It's an outside plant arrangement technique where you any particular line facility is tapped or bridged to multiple end user locations so that when a particular end user moves into a home or orders phone service, we can use the same facility in one of multiple locations and it increases the efficiency of our outside plant infrastructure and its ability to serve voice services.	

1		Page 66			Page 68
l	remove high-frequency noise. It allows	-	l	cross box that does not have those	5
2	voice frequencies to pass through very		2	impairments that could also be used to	
3	casily It essentially shorts out or		3	serve that end user's locations voice	
4	shunts high-frequency noise, which the end		4	service And so what we do is we take out	
5	user hears as static. On particularly		5	the voice the pair that is impaired	
6	long loops, they add load coils so that		6	with the impairments and provision it to	
7	the end user has a higher-quality voice		7	somebody also or tales at out a Carry and	
8	service The problem with the load coil		ı	somebody else or take it out of service	
9	is that since it restricts or limits the		8	and we use the unimpaired line to provide	
10			9	the voice service and then the DSL service	
	high-frequency noise, it also restricts		10	to the end user location So we're	
11	and limits the DSLs frequencies So DSL		11	conditioning the plant by changing the	
12	service does not pass through or work		12	facility we use to provide the voice and	
13	through a load coil device. So it's a		13	the DSL service	
14	case where you would remove it when it		14	Q Is that rearrangement, that transfer of	
15	doesn't effect the voice service. Doesn't		15	loops done physically by touching each	
16	negatively impact the voice service, you		16	loop and repositioning it?	
17	remove it to facilitate providing DSL		17	A Yeah It requires you to move jumpers and	
18	service		18	physically reconnect at a different	
19	Q Would you remove a load coil from a loop		19	facility	
20	in order to provide any other service?		20		
21	A There could be load coils on loops that		21	Q And if that type of rearrangement or	
22				transfer had been performed, would that	
23	they're going to reuse those loops for		22	work be recorded somewhere in BellSouth's	
	other things, like DS-1s or other		23	systems?	
24	services, but I mean, the load coil's		24	A Yeah, we'd have to record the different	
25	designed produce is to improve the quality		25	facility as being assigned or being used	
l		Page 67			P 60
1	of the voice service. It impedes just	Page 67	1	to provide the service. It's a different	Page 69
	of the voice service. It impedes just about everything else	Page 67	1 2	to provide the service. It's a different	Page 69
2	about everything else	Page 67	2	facility now connects to the switch and	Page 69
2 3	about everything else Q Is it possible a bridge tap could be	Page 67	2 3	facility now connects to the switch and connects to the end user's location, so	Page 69
2 3 4	about everything else Q Is it possible a bridge tap could be present on a DS-1 line?	Page 67	2 3 4	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment	Page 69
2 3 4 5	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know	Page 67	2 3 4 5	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change	Page 69
2 3 4 5 6	about every thing else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair	Page 67	2 3 4 5 6	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment	Page 69
2 3 4 5 6 7	about everything else Q Is it possible a bridge tap could be present on a DS-1 line. A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication	Page 67	2 3 4 5 6 7	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system?	Page 69
2 3 4 5 6 7 8	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL?	Page 67	2 3 4 5 6 7 8	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes	Page 69
2 3 4 5 6 7 8 9	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes	Page 67	2 3 4 5 6 7 8 9	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would	Page 69
2 3 4 5 6 7 8 9	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might	Page 67	2 3 4 5 6 7 8 9	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop?	Page 69
2 3 4 5 6 7 8 9 10	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be?	Page 67	2 3 4 5 6 7 8 9 10	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that	Page 69
2 3 4 5 6 7 8 9 10 11	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher	Page 67	2 3 4 5 6 7 8 9	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that	Page 69
2 3 4 5 6 7 8 9 10 11 12 13	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an	Page 67	2 3 4 5 6 7 8 9 10	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that essentially receives a degraded data	Page 69
2 3 4 5 6 7 8 9 10 11 12 13	about every thing else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in	Page 67	2 3 4 5 6 7 8 9 10 11 12 13	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it	Page 69
2 3 4 5 6 7 8 9 10 11 12 13	about every thing else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in	Page 67	2 3 4 5 6 7 8 9 10 11 12 13 14	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line	Page 69
2 3 4 5 6 7 8 9 10 11 12 13	about every thing else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that	Page 67	2 3 4 5 6 7 8 9 10 11 12 13 14 15	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15	about every thing else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in	Page 67	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that could interfere with any type of data service	Page 67	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use smoke signals to communicate. It would	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that could interfere with any type of data service Q What is a line station transfer?	Page 67	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use smoke signals to communicate. I would send a smoke signal up. The guy down the	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that could interfere with any type of data service Q What is a line station transfer? A Line station transfer is where we have	Page 67	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use smoke signals to communicate. It would send a smoke signal up. The guy down the road sees it. He sends his the same	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that could interfere with any type of data service Q What is a line station transfer? A Line station transfer is where we have an example would be a particular loop that	Page 67	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use smoke signals to communicate. I would send a smoke signal up. The guy down the road sees it. He sends his the same smoke signal up. The next guy down the	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that could interfere with any type of data service Q What is a line station transfer? A Line station transfer is where we have an example would be a particular loop that feeds an end user customer that does not	Page 67	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use smoke signals to communicate. I would send a smoke signal up. The guy down the road sees it. He sends his the same smoke signal up. The next guy down the road sees it, et cetera, et cetera.	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that could interfere with any type of data service Q What is a line station transfer? A Line station transfer is where we have an example would be a particular loop that feeds an end user customer that does not qualify for DSL. It has bridge tap, it		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use smoke signals to communicate 'I would send a smoke signal up. The guy down the road sees it. He sends his the same smoke signal up. The next guy down the road sees it, et cetera, et cetera. The repeater is just the high-tech version of	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that could interfere with any type of data service Q What is a line station transfer? A Line station transfer is where we have an example would be a particular loop that feeds an end user customer that does not qualify for DSL. It has bridge tap, it has load coils, it has some impairments		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use smoke signals to communicate. I would send a smoke signal up. The guy down the road sees it. He sends his the same smoke signal up. The next guy down the road sees it, et cetera, et cetera. The repeater is just the high-tech version of the same thing. The signal we can send	Page 69
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	about everything else Q Is it possible a bridge tap could be present on a DS-1 line? A I don't know Q Would the presence of a bridge tap impair other types of nonvoice telecommunication services besides DSL? A It could yes Q Can you think of what those services might be? A Any data service that has higher frequencies, bridge taps, again, act as an antenna and they will go they pull in high-frequency noise into the loop that could interfere with any type of data service Q What is a line station transfer? A Line station transfer is where we have an example would be a particular loop that feeds an end user customer that does not qualify for DSL. It has bridge tap, it		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	facility now connects to the switch and connects to the end user's location, so we our loop facility assignment systems would have to record that change Q Would that be the loop facility assignment control system? A That would be also known as LFACS, yes Q What is a repeater as something that would occur on a loop? A A repeater is a piece of technology that essentially receives a degraded data signal, regenerates it, and sends it further down the line It would An analogy would be similar to how the Indians used to use smoke signals to communicate 'I would send a smoke signal up. The guy down the road sees it. He sends his the same smoke signal up. The next guy down the road sees it, et cetera, et cetera. The repeater is just the high-tech version of	Page 69

1	Page 70	,	Page 72
1	to send it further down those same copper lines	1	a loop that had a repeater on it? A Yes
2 3		2	Q And would it provide data services over a
4	Q So does a repeater improve the robustness of a voice signal?	3 4	loop that had a DAML on it'
6	A Repeaters are typically used to provide	5	A Typically, no
	data services, data signals	6 7	Q Why would it choose to provide DSL over a
8	Q Is there any service that would be	8	loop that had a repeater on it' A You said data services I was thinking of
9	impaired if a repeater were present on a line?	9	DS-1s
		9 10	
П	A Yeah If a repeater were present, then it would interfere with DSL services	10	Q Yeah, I'm starting okay A Okay Sorry
	Q Are repeaters used on DS-1 loops'	12	Q Well, a data service over a DS-1, why
	A I would say they are, yes	13	would you still provide that type of
	Q Are they used on DLC loops ⁹	14	service over a loop that had a repeater on
4		15	it?
16	A I would venture to say they probably are.	16	A If the end user who wanted to buy DS-1
	yes Q And do you know what a DAML is, D-A-M-L ⁹	17	from BellSouth was located more than, say,
	A I don't know what the actual acronym	18	10 or 15 thousand feet from the central
19		19	
20	stands for, but I do know what a DAML is.	20	office, in order to provide that DS-1 service all the way to that end user
	Q Please tell me what it is	21	location, we would have to put a repeater
	A A DAML is a situation or an area where	22	in the line in order to reach that end
23	BellSouth or any other phone company has	23	user location
24	limited copper facilities, and so what	24	Q Would the repeater impair the data
25	they do is they derive a second access	25	services'
23	they do is they derive a second access	2.5	SCIVICES .
	Page 71		Page 73
1	line on the same copper facility. They	ı	A It actually enhances it, improves it
2	put a piece of equipment at the end user's	2	Q But the repeater would impair DSL
3	home or business at their network	3	services')
4	interface device as well as further up in	4	A It's not designed for DSL It's designed
5	the infrastructure so that both the first	5	to repeat a DS-1 or DS-3 signal It's not
6	and the second lines ride on the same	6	designed for DSL, and so it would impair
7	copper facility In other words, they	7	the DSL signal
8	take the second voice signal and move it	8	Q Could a repeater be present on an xDSL
9	into the upper frequency portion of the	9	capable loop"
10	line so they both ride the same voice	10	A There are some companies who choose to use
11	or the same copper facility	11	repeaters that are designed to be used
	Q If I called that a line splitter, would I	12	with NDSL technologies to repeat the DSL
13	be incorrect?	13	signal and provide it to further out
	A Yes, you would be incorrect	14	loops BellSouth does not choose to use
	Q Would a DAML impair data services over a	15	repeaters with DSL
16	line'	16	Q Is it a different type of repeater as
	A Yes. it does	17	between as DS-1 loop and an xDSL loop?
	Q Would that include data services other	18	A Yeah, the repeater has to be designed to
19	than DSL?	19	function and repeat the particular
	A Yes, it would	20	technology that it's being asked to
	Q Would a DAML possibly be used or in place	21	repeat, whether it be ATM, PERM relay.
. , ,	on a DS-1 loop? A I would not think it would be used for	22	DS-1, ethernet, DSL, et cetera, so
22	A Liverild not think it would be used for	23	they're even within DSL, there are
23			
23 24	DS-1, no Q Would BellSouth provide data services over	24 25	\DSL, IDSL, ADSL, GI/SHDSL, BDSL, HDSL, so we could continue

		1	
,	Page 7.		Page 76
	Q To your knowledge, has BellSouth ever told		the term routine network modification
2	one of its retail end user customers that	2	means')
3	they can't get BellSouth DSL service	3	A I take the FCC and I'm paraphrasing a
1	because their facility isn't qualified?	4	little bit I know speak to it
5	A Yes We tell them that all the time	5	specifically in my testimony, but, you
6	Q Can you state a proportion of the time	6	know, routine network modification is best
7	that that happens'	7	seen as a network modification that
8	A 1 think right now, approximately 75	8	BellSouth or other incumbent telephone
9	percent of BellSouth's end user loops	9	companies routinely perform for their own
10	qualify for DSL service, so 25 percent do	10	retail customers
11	not So if any of those 25 percent try to	11	Q What do you mean by the word "routinely"?
12	order the service, we'll tell them they	12	A Routinely, in my opinion, is a
13	don't qualify	13	specific is a situation where you
14	Q Could it be possible that a certain amount	14	would do it more often than not or that
15	of line conditioning on that 25 percent	15	you have a method and procedure that says
16	proportion of the loops could enable the	16	this is how we would do this as in our
17	loop to carry DSL service?	17	day-to-day business
18	A Yes	18	Q Does BellSouth have methods and procedures
19	Q Do you know why BellSouth chooses not to	19	regarding line conditioning?
20	perform that line conditioning?	20	A Yes
21	MR CULPEPPER Object to the form	21	Q Are they recorded or codified somewhere?
22	of the question	22	A I mean, line conditioning, again, is a
23	A In terms of what we choose to perform	23	very broad term, so there's we have
24	line conditioning or not perform line	24	outside plant engineering guidelines that
25	conditioning, we have done efforts in the	25	we provide that talk about how to deploy
		125	we provide that talk about now to deploy
		+	
	Page 75		Page 77
1	Page 75 past where we've done programs where we've	1	Page 77 lines and whether or not you would include
2		1	lines and whether or not you would include
	past where we've done programs where we've	1 2 3	lines and whether or not you would include some of the repeaters or not We also
2	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project	1 2	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we
2 3	past where we've done programs where we've removed bridge taps or we removed DAMLs or	1 2 3	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our
2 3 4	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went	1 2 3 4 5	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we
2 3 4 5	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the	1 2 3 4	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that
2 3 4 5 6	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils	1 2 3 4 5 6	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person
2 3 4 5 6 7	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also	1 2 3 4 5 6 7	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not
2 3 4 5 6 7 8	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils	1 2 3 4 5 6 7 8 9	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to
2 3 4 5 6 7 8 9	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those	1 2 3 4 5 6 7 8 9	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line.
2 3 4 5 6 7 8 9 10	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for	1 2 3 4 5 6 7 8 9 10	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning.
2 3 4 5 6 7 8 9 10 11 12	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services Those impairments are the same impairments for us as they are for the CLPs. So when we	1 2 3 4 5 6 7 8 9 10 11 12	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents'?
2 3 4 5 6 7 8 9 10 11 12 13	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides	1 2 3 4 5 6 7 8 9 10 11 12 13	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation.
2 3 4 5 6 7 8 9 10 11 12 13 14	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a	1 2 3 4 5 6 7 8 9 10 11 12 13 14	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents?
2 3 4 5 6 7 8 9 10 11 12 13 14 15	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantian steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantian-type task that.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do not routinely take requests for DSL and	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantian steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantian-type task that BellSouth would not perform under your
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project. And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils. When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do not routinely take requests for DSL and then go out and trigger a line.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantian steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantian-type task that BellSouth would not perform under your what you've testified?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project. And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils. When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do not routinely take requests for DSL and then go out and trigger a line conditioning requirement with the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantian steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantian-type task that BellSouth would not perform under your what you've testified? A. There are situations where you can have
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project. And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils. When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do not routinely take requests for DSL and then go out and trigger a line conditioning requirement with the exception of line station transfers, which	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantuan-type task that BellSouth would not perform under your what you've testified? A. There are situations where you can have multiple load coils on a loop that are
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do not routinely take requests for DSL and then go out and trigger a line conditioning requirement with the exception of line station transfers, which those are the only line conditioning we	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantuan-type task that BellSouth would not perform under your what you've testified? A. There are situations where you can have multiple load coils on a loop that are that serve a design purpose historically.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project. And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils. When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do not routinely take requests for DSL and then go out and trigger a line conditioning requirement with the exception of line station transfers, which those are the only line conditioning we will routinely do as a result of a DSL.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantuan-type task that BellSouth would not perform under your what you've testified? A. There are situations where you can have multiple load coils on a loop that are that serve a design purpose historically that, because of their location in the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do not routinely take requests for DSL and then go out and trigger a line conditioning requirement with the exception of line station transfers, which those are the only line conditioning we will routinely do as a result of a DSL order to someone who would not their	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantian steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantian-type task that BellSouth would not perform under your what you've testified? A. There are situations where you can have multiple load coils on a loop that are that serve a design purpose historically that, because of their location in the outside plant, they're buried.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	past where we've done programs where we've removed bridge taps or we removed DAMLs or we've removed load coils as a project. And then say this particular area would qualify for DSL services if we went through and removed the DAMLs and the bridge taps or load coils. When we do those projects, it also opens up and frees those facilities for other CLP's DSL services. Those impairments are the same impairments for us as they are for the CLPs. So when we improve the plant, it helps both sides equally. That, in turn, creates a qualification database as to who qualifies, who does not qualify. We do not routinely take requests for DSL and then go out and trigger a line conditioning requirement with the exception of line station transfers, which those are the only line conditioning we will routinely do as a result of a DSL.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	lines and whether or not you would include some of the repeaters or not. We also have guidelines that we use when we develop the algorithms and code for our loop qualification system. And then we have probably some Sprint documents that say simply to the fact that if a person doesn't qualify for DSL service, we're not going to do extreme or gargantuan steps to try to qualify them by doing a lot of line conditioning. Q. Did you say Sprint documents? A. No. We have probably some documentation. Q. Some documents? A. Yeah. Q. What would be a gargantuan-type task that BellSouth would not perform under your what you've testified? A. There are situations where you can have multiple load coils on a loop that are that serve a design purpose historically that, because of their location in the

1.					
1 1	would be seen a survey at 11 1 1 1	Page 78	١,		Page 80
	would be very expensive, several hundred			and they can look at any potentially	
2	thousand dollars And there's no way that		2	available loop to serve an end user, the	
3	we would undergo that expense for a		3	same as we look at any potential available	
1 4	customer that's going to pay us \$45 a		4	loop facility to serve the end user I	
5	month for service So it's just		5	don't know what the parameters are, the	
6	that's just simply we just simply		6	designed parameters that would be required	
7	can't qualify that customer because the		7	for a DS-1 loop or other types of loops	
8	rearrangement would be too expensive		-8	But I would assume CLECs as well as	
9	Q Would BellSouth consider performing a line		9	BellSouth are both looking at those	
01	station transfer in that instance if it		10	facility assignments for facilities that	
11	were possible')		11	meet that criteria	
12	A If it were possible, yes		12	Q Do you have an understanding as to what	
13	Q For the 25 percent roughly of BellSouth		13	the term designed loop means?	
14	loops that don't qualify for DSL service.		14	A Uh-huh	
15	for example		15	Q And what does that refer to?	
16	A Uh-huh		16	A A designed loop is one that requires an	
17	Q would BellSouth consider performing a		17	engineer, typically, or an engineering	
18	line station transfer'		18	assistant to go through and design the	
19	A Line station transfers, if one is		19	loop to provide the service. It	
20	available, that allows those loops to be		20	requires It's essentially any kind of	
21	qualified for service, so they fall into		21	service that's a little more complex and	
22	the 75-percent category		22	requires some special circumstances with	
23	Q Who would determine whether a line		23	which to provide those services	
24	station am I saying this correctly, is		24	Q Can a DS-1 loop be a designed loop?	
25	it line station transfer or line of		25	A I think so, but I'm not sure	
<u> </u>			23	71 Tilling So, but I in not suic	
١.		Page 79			Page 81
1	station')		1	Q Is an xDSL capable loop a designed loop?	-
2	A Line and station line		2	A Typically not	
3	Q Who would determine whether a line and		3	Q Do you have an understanding about where	
4	station transfer is possible'		4	information is housed regarding a designed	
5	A There is an actually an algorithm in		5	loop' ⁷	
6	our loop qualification system that reviews		6	A To my knowledge, all of our loop	
7	the loop facility assignment and control		7	facilities are databased in our LFACS	
8	system, LFACS database, to determine if		8	system, whether they're designed or	
9	there are what are considered available		9	nondesigned, so	
10	copper or available facilities to support		10	Q Are you familiar with a database of	
	that end user location That algorithm is		11	BellSouth's called a work force	
12	what determines whether a line and station		12	administration database. WFA?	
13	transfer is required		13	A Yes	
14	Q So, thus, could I characterize that as		14	Q And do you know what's housed in that	
15	being an automated determination'	ŀ	15	database')	
16	A In our DSL system, yes, it's an automated		16	A I'm not so sure that it's a database	
17	determination	l	17	although I guess it has a system it	İ
18	Q With regard to other loops, if a line and		18	probably does have an associated	
19	station transfer were possible, would that	l	19	database But my understanding of work	
20	be recorded in the loop assignment control	[20	force administration is it's a ticketing	
	system ⁽⁾	}	21	system for job function, that it creates	
21	A Other leave was a		22	essentially jobs or products projects	
21 22	A Other loops meaning				
21 22 23	Q For example, a DS-1 loop			for individual well, work force people	
21 22			23 24	for individual well, work force people to perform	

		1		_
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	the WFA is a separate system from LFACS? A It is separate Q Do you know whether those two systems can share information directly between each other? A They probably have some interface between the two They're used in different parts of the process, and LFACS is a loop facility assignment system, WFA is a work force administration system that helps with the provisioning of services. It's not a facility assignment database. Q So the WFA, am I correct, houses trouble ticket information regarding loops? A I don't believe it's trouble ticket information. It may include that, but it's predominantly used for provisioning services. Q Would the information in WFA, to your knowledge, appear in LFACS? A I don't know. Q Do you know whether CLPs have access to the WFA? A I don't know.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q Please turn to the page of this exhibit that says 10 on the bottom. And I direct your attention to in the middle of the page. iii. line conditioning, and I ask you to review this rule and tell me, do you find the words routine network modification in this rule? (PAUSE) MR CULPEPPER Object to the form of the question. It's reviewing the document (DISCUSSION OFF THE RECORD) A Could you repeat your question for me again? This is apparently a long section, so I just want to make sure I answer your question. Q In the portion of the rule that begins iii, line conditioning, and going forward down to iiii, maintenance and repair, in that section, do the words routine network modification appear? A No, I do not see those three words anywhere here	Page 84
24 25	A I don't know (DEPOSITION EXHIBIT NO 7 WAS MARKED)	24 25	Q Are there circumstances under which BellSouth would remove a load coil if it	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	any order, so that's the way one way	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	negatively effected DSL service? A There may be specific isolated circumstances where we would remove a load coil that affects DSL service. If There is typical design parameters, which routine were normal for the network, is that load coils are put on the outside plant loop facilities at 18,000 feet and beyond. BellSouth stops qualifying DSL services at 18,000 feet. And the primary reason for that is because of the presence of load coils. So load coils routinely are typically disqualify the customer for DSL service. And so the two don't typically interchange. What can happen is that there can be a load coil on the facility that's in error. There have been records where it indicating a load coil. We call those erroneous load coils. And in those isolated situations, we make a determination of whether it's more cost.	Page 85
24 25	together	24 25	effective to remove the load coil or to go ahead and disqualify the service and tell the customer they can even though they	

		Page 86			Page 88
1	thought they could get DSL, they actually	rage ao	1	So the cable has a number of pairs	rage oo
2	cannot		2	associated with it. So when you talk	
3	Q What's your understanding of the term cost		3	about removing a load coil, you're	
4	effective, as you just used it?		4	typically removing it on an entire cable,	
5	A Essentially, we look to see if the removal		5	which is multiple pairs, even though those	
6	of the load coil is easy, something that		6	pairs may end up going to a number of	
7	can quickly be done. It's convenient.		7	different places And so that's why you	
8	that type of thing It's a local		8	have to determine if it serves a design	
9	engineering judgment It's Routinely,		9	purpose It's not an individual device on	
10	it's not easy. It's not something simple		10	an individual loop	
11	or can be done, so we often do not do		11	Q Can you tell me typically how many pair	
12	it Our normal response to the customers		12	would be in a cable?	
13	is that they cannot get DSL service even		13	A I believe standard is about 25 pairs in a	
14	though we originally indicated they		14	particular cable And then they obviously	
15	qualify		15	have lots of cables that combine those	
16	Q And what factor does cost financial		16	complements, put them together It just	
17	cost to BellSouth play in that		17	depends on the design of the particular	
18	determination, in whether a load coil		18	cable	
19	would be removed?		19	Q Would that cable service 25 then different	
20	A I'm trying to think through remember if		20	locations'	
21	there's any guidelines that were		21	A It would service I mean, I've heard	
22 23	provided Typically, local engineering		22	referred to as 25-pair complement, but	
23	judgment is going to be along the lines of		23	that would serve 25 voice customers that	
25	if they could do something within a single		24	could be all at the same location They	
2.5	day or as a part of a day, if it's a		25	could all be 25 lines in this same	
.		Page 87			Page 89
1	single trip to remove the load coils The	Page 87	l	office It could be 25 different houses	Page 89
2	problem with load coils is they're not	Page 87	1 2	or 25 different apartments	Page 89
2 3	problem with load coils is they're not located on one line. They're	Page 87	3	or 25 different apartments Q Would BellSouth remove a load coil from a	Page 89
2 3 4	problem with load coils is they're not located on one line. They're typically It's in a package, and so	Page 87	3 4	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data?	Page 89
2 3 4 5	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable	Page 87	3 4 5	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility	Page 89
2 3 4 5 6	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the	Page 87	3 4 5 6	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it	Page 89
2 3 4 5 6 7	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You	Page 87	3 4 5 6 7	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop But,	Page 89
2 3 4 5 6 7 8	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the	Page 87	3 4 5 6 7 8	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop But, again, it would rely it would	Page 89
2 3 4 5 6 7 8 9	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other	Page 87	3 4 5 6 7 8	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop But, again, it would rely it would determine it would depend upon the	Page 89
2 3 4 5 6 7 8 9	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to	Page 87	3 4 5 6 7 8 9	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop But, again, it would rely it would determine it would depend upon the relative cost of that removal	Page 89
2 3 4 5 6 7 8 9 10	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we	Page 87	3 4 5 6 7 8 9 10	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop But, again, it would rely it would determine it would depend upon the relative cost of that removal Q Do load coils only occur on copper loops?	Page 89
2 3 4 5 6 7 8 9 10 11 12	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the	Page 87	3 4 5 6 7 8 9 10 11	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop But, again, it would rely it would determine it would depend upon the relative cost of that removal Q Do load coils only occur on copper loops? A Their design purpose is for long copper	Page 89
2 3 4 5 6 7 8 9 10 11 12 13	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for	Page 87	3 4 5 6 7 8 9 10 11 12 13	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop But, again, it would rely it would determine it would depend upon the relative cost of that removal Q Do load coils only occur on copper loops? A Their design purpose is for long copper loops The purpose is to improve the	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a	Page 87	3 4 5 6 7 8 9 10 11 12 13 14	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop But, again, it would rely it would determine it would depend upon the relative cost of that removal Q Do load coils only occur on copper loops? A Their design purpose is for long copper loops The purpose is to improve the voice quality on long copper loops, so	Page 89
2 3 4 5 6 7 8 9 10 11 12 13	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q. Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we give them the option of doing that	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q. Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they may, because of reuse and other reasons,	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we give them the option of doing that Q. Explain to me further what you meant by load coils occur in a package.	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q. Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they may, because of reuse and other reasons, be on loops that are being used for other.	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we give them the option of doing that Q. Explain to me further what you meant by	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q. Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they may, because of reuse and other reasons, be on loops that are being used for other services besides voice, but the original.	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we give them the option of doing that Q. Explain to me further what you meant by load coils occur in a package. A. It's What you have is it comes in a for the physical manifestation of a load coil, what they actually are is	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q. Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they may, because of reuse and other reasons, be on loops that are being used for other services besides voice, but the original design purpose was for voice services on	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we give them the option of doing that Q. Explain to me further what you meant by load coils occur in a package. A. It's What you have is it comes in a for the physical manifestation of a load coil, what they actually are is essentially a black box, for lack of a	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q. Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they may, because of reuse and other reasons, be on loops that are being used for other services besides voice, but the original design purpose was for voice services on long copper loops.	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we give them the option of doing that Q. Explain to me further what you meant by load coils occur in a package. A. It's What you have is it comes in a for the physical manifestation of a load coil, what they actually are is essentially a black box, for lack of a better term, that you connect multiple.	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q. Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they may, because of reuse and other reasons, be on loops that are being used for other services besides voice, but the original design purpose was for voice services on long copper loops.	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we give them the option of doing that. Q. Explain to me further what you meant by load coils occur in a package. A. It's What you have is it comes in a for the physical manifestation of a load coil, what they actually are is essentially a black box, for lack of a better term, that you connect multiple pairs through so the entire cable will be	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they may, because of reuse and other reasons, be on loops that are being used for other services besides voice, but the original design purpose was for voice services on long copper loops. Q Do load coils occur on fiber loops? A No Q Do bridge taps occur on fiber loops?	Page 89
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	problem with load coils is they're not located on one line. They're typically It's in a package, and so they'll affect multiple lines in a cable. And so you can't just go in and remove the one load coil for this one customer. You have to think through, if I remove all the load coils in this cable, what other customers are going to be impacted? So to that degree, almost always we determine we can't remove them. But we do let the engineers make that judgment, then if for some reason they realize that there was a mistake and they could easily do that, we give them the option of doing that Q. Explain to me further what you meant by load coils occur in a package. A. It's What you have is it comes in a for the physical manifestation of a load coil, what they actually are is essentially a black box, for lack of a better term, that you connect multiple.	Page 87	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	or 25 different apartments Q Would BellSouth remove a load coil from a DS-1 loop that was meant to carry data? A I believe if they wanted to use a facility that had a load coil they could remove, it probably would for a DS-1 loop. But, again, it would rely it would determine it would depend upon the relative cost of that removal. Q. Do load coils only occur on copper loops? A Their design purpose is for long copper loops. The purpose is to improve the voice quality on long copper loops, so that is the loops that they have been deployed on historically. And so they may, because of reuse and other reasons, be on loops that are being used for other services besides voice, but the original design purpose was for voice services on long copper loops. Q. Do load coils occur on fiber loops? A. No.	Page 89

١.	Page 90	١.		Page 92
1	Q If a BellSouth customer was served with a		Q Do you have an understanding about how	
2	loop that had an erroneous load coil on	2	much what those rates are sitting here	
3	ıt A Uh-huh	3	today')	
5		4 5	A It's a special construction process, my	
	Q would the customer be charged for the removal of that load coil?		understanding of that is you would request	
6 7	A To clarify a little bit, if there's an	6 7	a particular construction job and there	
8	erroneous load coil, the DSL service	8	are rates governing the different	
9	wouldn't actually work until the load coil	9	functions, but an engineer would have to	
10	was removed. And so it's again, it's	10	determine how much how many hours it would take, how much time it would take to	
11	a judgment as to whether that is done in	10	do that kind of work, and come back with	
12	order to be able to start providing	12	an estimate of what that special	
13	service. So they wouldn't have service	13	construction cost would be And then, of	
14	and then see about the load coil. They	14	course, the CLP would then say, go ahead	
15	would be ordering the service to see if	15		
16	they could get the service. But typically	16	or do not go ahead with the work Q So would it then be a case-by-case basis	
17	we do not charge the customers for the	17	how that rate would be set'	
18	end user customer for that conditioning if	18	A It's Removing the load coils is going	
19	we determine it's an error on our part	19	to the cost is on a case-by-case	
20	Q Do you have any other understanding as to	20	basis, determines the location of the load	
21	whether BellSouth would charge a CLP for	21	coil, how many have to be removed, what	
22	the removal of an erroneous load coil'	22	the nature would be That's why it	
23	A I don't know	23	requires an engineer to figure that out	
24	Q I direct you to your testimony, page 11,	24	and determine what the actual cost would	
25	marked as Exhibit 2. lines 19 to 21 And	25	be associated with that	
	Page 91			Page 93
1	it states here that BellSouth will remove	1	O What are the nature of the costs	
1 ^		1	Q What are the nature of the costs	
2	load coils on loops and subloops that are	2	associated with load coil removal?	
3	greater than 18,000 feet in length at	2	associated with load coil removal? A First is identifying the load coil,	
3 4	greater than 18,000 feet in length at rates pursuant to BellSouth's special	2 3 4	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying	
3 4 5	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC	2 3 4 5	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what	
3 4 5 6	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that?	2 3 4 5 6	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the	
3 4 5 6 7	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes, I do	2 3 4 5 6 7	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second	
3 4 5 6 7 8	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes, I do Q Have you ever viewed this section of	2 3 4 5 6 7 8	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going.	
3 4 5 6 7 8 9	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes, I do Q Have you ever viewed this section of BellSouth Tariff No 2?	2 3 4 5 6 7 8	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and	
3 4 5 6 7 8 9	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes. I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not	2 3 4 5 6 7 8 9	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if	
3 4 5 6 7 8 9 10	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes, I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED)	2 3 4 5 6 7 8 9 10	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a	
3 4 5 6 7 8 9 10 11 12	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes, I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED) Q I'm handing you a document that's quite	2 3 4 5 6 7 8 9 10 11	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop.	
3 4 5 6 7 8 9 10 11 12 13	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes. I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED) Q I'm handing you a document that's quite voluminous. I only have two copies. If	2 3 4 5 6 7 8 9 10 11 12 13	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially	
3 4 5 6 7 8 9 10 11 12 13 14	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes. I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED) Q I'm handing you a document that's quite voluminous I only have two copies. If you need to take some extra time to review	2 3 4 5 6 7 8 9 10 11 12 13 14	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and	
3 4 5 6 7 8 9 10 11 12 13 14 15	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes. I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED) Q I'm handing you a document that's quite voluminous. I only have two copies. If you need to take some extra time to review with your counsel, feel free.	2 3 4 5 6 7 8 9 10 11 12 13 14 15	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities.	
3 4 5 6 7 8 9 10 11 12 13 14 15 16	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes. I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED) Q I'm handing you a document that's quite voluminous. I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes, I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED) Q I'm handing you a document that's quite voluminous I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section of this tariff do you have an	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with the underlying you've got obviously.	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes, I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED) Q I'm handing you a document that's quite voluminous I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section of this tariff do you have an understanding about where in this tariff.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with the underlying you've got obviously underlying voice services that are going	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2 Do you see that? A Yes, I do Q Have you ever viewed this section of BellSouth Tariff No 2? A I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED) Q I'm handing you a document that's quite voluminous. I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section of this tariff do you have an understanding about where in this tariff would be the rate that BellSouth would.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with the underlying — you've got obviously underlying voice services that are going through that facility that are available.	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2. Do you see that? A. Yes, I do Q. Have you ever viewed this section of BellSouth Tariff No 2? A. I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED.) Q. I'm handing you a document that's quite voluminous. I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section of this tariff.—do you have an understanding about where in this tariff would be the rate that BellSouth would charge to remove load coils on loops and	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with the underlying you've got obviously underlying voice services that are going through that facility that are available, so you have to coordinate that as well as	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2. Do you see that? A. Yes, I do Q. Have you ever viewed this section of BellSouth Tariff No 2? A. I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED.) Q. I'm handing you a document that's quite voluminous. I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section of this tariff do you have an understanding about where in this tariff would be the rate that BellSouth would charge to remove load coils on loops and subloops greater than 18,000 feet in	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with the underlying you've got obviously underlying voice services that are going through that facility that are available, so you have to coordinate that as well as you have to make sure that you're not	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2. Do you see that? A. Yes, I do Q. Have you ever viewed this section of BellSouth Tariff No 2? A. I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED.) Q. I'm handing you a document that's quite voluminous. I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section of this tariff do you have an understanding about where in this tariff would be the rate that BellSouth would charge to remove load coils on loops and subloops greater than 18,000 feet in length?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with the underlying you've got obviously underlying voice services that are going through that facility that are available, so you have to coordinate that as well as you have to make sure that you're not negatively impacting the voice customers.	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2. Do you see that? A. Yes, I do Q. Have you ever viewed this section of BellSouth Tariff No 2? A. I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED.) Q. I'm handing you a document that's quite voluminous. I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section of this tariff do you have an understanding about where in this tariff would be the rate that BellSouth would charge to remove load coils on loops and subloops greater than 18,000 feet in length? A. I could take some time, probably read this	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with the underlying you've got obviously underlying voice services that are going through that facility that are available, so you have to coordinate that as well as you have to make sure that you're not negatively impacting the voice customers that are all impacted currently be	
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	greater than 18,000 feet in length at rates pursuant to BellSouth's special construction process contained in the FCC BellSouth Tariff No 2. Do you see that? A. Yes, I do Q. Have you ever viewed this section of BellSouth Tariff No 2? A. I have not (DEPOSITION EXHIBIT NO 8 WAS MARKED.) Q. I'm handing you a document that's quite voluminous. I only have two copies. If you need to take some extra time to review with your counsel, feel free. Can you direct me to the section of this tariff do you have an understanding about where in this tariff would be the rate that BellSouth would charge to remove load coils on loops and subloops greater than 18,000 feet in length?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	associated with load coil removal? A First is identifying the load coil, identifying their location, identifying what services they are supporting, what impacts they have, which is the engineering and design work. The second piece would actually be physically going out with a construction crew and potentially digging up the load coils, if they're buried, or finding them on a pole. And then rewiring the loop facilities by, you know, potentially cutting out or removing the load coil and then reconnecting the loop facilities. And those all have to be coordinated with the underlying you've got obviously underlying voice services that are going through that facility that are available, so you have to coordinate that as well as you have to make sure that you're not negatively impacting the voice customers.	

1		-r		
	Page)4		Page 96
	costs that BellSouth would incur'	1	requirements for line conditioning?	
2	A Yes	2	A It's my understanding that the FCC	
3	Q Would it be the largest portion?	3	requires us to perform the same line	
4	A Yes, I believe labor would be the largest	4	conditioning for CLPs that we provide for	
5	portion	5	ourselves And this language here	
6	Q And regarding the rates and	6	provides the CLECs more line conditioning	
7	understanding you don't know exactly what	7	than we routinely perform for ourselves	
8	they are,, but do you have an	8		
9	understanding as to how those rates were	9		
10	derived for this Tariff No 2?	10		
11	A I don't know how those rates were derived	11		
12	Q Do you know whether they are in compliance	12	not incumbent within the FCC's line	
13	with TELRIC?	13		
14	A I believe they're not derived from TELRIC	14	\mathcal{E}	
15	Q Please return to your testimony, page 12	15		
16	at lines 19 to 20 You state that	16		
17	BellSouth's offer to the CLPs exceeds its	17		
18	FCC requirements for line conditioning	18	1	
19	What do you mean by that statement?	19	5 -	
20	A As I said earlier today, line conditioning	20	conditioning lines or removing load coils	
21	is a very broad term, include a lot of	21	5	
22	different essentially functions that	22	5 ,	
23	can perform to condition lines There are	23		
24	some forms of line condition we're	24		
25	obligated to provide and some forms of	25		
-				
	Page	5		Page 97
1	line conditioning we're not obligated to	1	even have that done outside through the	
2	provide And what I'm simply saying here	2	special construction process, but it's	
3	is that BellSouth's offer to CLPs exceeds	3	we're not obligated to provide that since	
4	the FCC's requirements for line	4	we don't do it for ourselves	
5	conditioning, in other words, that we are	5	Q And you testified that a routine network	
6	doing more than we're obligated to provide	6		
1 0			modification is something for which	
7	in this particular instance	7	modification is something for which BellSouth has methods and procedures or is	·
	in this particular instance Q And if you could please return to Exhibit	7 8	BellSouth has methods and procedures or is	
7				
7 8	Q And if you could please return to Exhibit	8	BellSouth has methods and procedures or is something that occurs more often than not	
7 8 9	Q And if you could please return to Exhibit	8 9	BellSouth has methods and procedures or is something that occurs more often than not	
7 8 9 10	Q And if you could please return to Exhibit 3 A Okay	8 9 10	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct'	
7 8 9 10	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the	8 9 10 11	BellSouth has methods and procedures or is something that occurs more often than not A Yes	
7 8 9 10 11 12	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this	8 9 10 11 12	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct? A Not the most elegant definition, but that is my definition of it	
7 8 9 10 11 12 13	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case The page that's numbered 24 at the	8 9 10 11 12 13	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct? A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine	
7 8 9 10 11 12 13 14	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case The page that's numbered 24 at the bottom A Okay	8 9 10 11 12 13 14	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct' A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs'	
7 8 9 10 11 12 13 14 15	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case The page that's numbered 24 at the bottom	8 9 10 11 12 13 14 15	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct' A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs' A Yes	
7 8 9 10 11 12 13 14 15 16	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case. The page that's numbered 24 at the bottom. A Okay Q And section 2 12 3. Is it your position.	8 9 10 11 12 13 14 15 16	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct' A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs' A Yes Q And is that offer considered by you to be	
7 8 9 10 11 12 13 14 15 16 17	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case. The page that's numbered 24 at the bottom. A Okay Q And section 2 12 3. Is it your position that the BellSouth language provided for	8 9 10 11 12 13 14 15 16 17	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct? A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs? A Yes Q And is that offer considered by you to be compliant with the FCC's line conditioning	
7 8 9 10 11 12 13 14 15 16 17 18	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case. The page that's numbered 24 at the bottom. A Okay Q And section 2 12 3. Is it your position that the BellSouth language provided for this section exceeds the FCC's line conditioning requirements?	8 9 10 11 12 13 14 15 16 17 18 19	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct? A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs? A Yes Q And is that offer considered by you to be compliant with the FCC's line conditioning rules?	
7 8 9 10 11 12 13 14 15 16 17 18	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case. The page that's numbered 24 at the bottom. A Okay Q And section 2 12 3. Is it your position that the BellSouth language provided for this section exceeds the FCC's line.	8 9 10 11 12 13 14 15 16 17 18 19 20	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct? A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs? A Yes Q And is that offer considered by you to be compliant with the FCC's line conditioning rules? A Yes	
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case. The page that's numbered 24 at the bottom. A Okay Q And section 2 12 3. Is it your position that the BellSouth language provided for this section exceeds the FCC's line conditioning requirements? MR CULPEPPER Object to the form.	8 9 10 11 12 13 14 15 16 17 18 19	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct' A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs' A Yes Q And is that offer considered by you to be compliant with the FCC's line conditioning rules' A Yes Q Now, isn't it true that the services	
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case. The page that's numbered 24 at the bottom A Okay Q And section 2 12 3. Is it your position that the BellSouth language provided for this section exceeds the FCC's line conditioning requirements? MR CULPEPPER Object to the form of the question	8 9 10 11 12 13 14 15 16 17 18 19 20 21	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct? A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs? A Yes Q And is that offer considered by you to be compliant with the FCC's line conditioning rules? A Yes	
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case. The page that's numbered 24 at the bottom. A Okay Q And section 2 12 3. Is it your position that the BellSouth language provided for this section exceeds the FCC's line conditioning requirements? MR CULPEPPER Object to the form of the question. A Would you repeat your question for me?	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct? A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs? A Yes Q And is that offer considered by you to be compliant with the FCC's line conditioning rules? A Yes Q Now, isn't it true that the services provided over a particular loop can change over time?	
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q And if you could please return to Exhibit 3 A Okay Q Which is Attachment 2 of the interconnection agreement at issue in this case. The page that's numbered 24 at the bottom A Okay Q And section 2 12 3. Is it your position that the BellSouth language provided for this section exceeds the FCC's line conditioning requirements? MR CULPEPPER Object to the form of the question A Would you repeat your question for me? Q Is it your position that the BellSouth	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	BellSouth has methods and procedures or is something that occurs more often than not A Yes Q is that correct? A Not the most elegant definition, but that is my definition of it Q Is BellSouth willing to perform routine network modifications for CLPs? A Yes Q And is that offer considered by you to be compliant with the FCC's line conditioning rules? A Yes Q Now, isn't it true that the services provided over a particular loop can change	

Γ	*****		T ····		
١.		Page 98			Page 100
	design purpose for a loop would change		1	A Bridge taps are a technique for allowing	
2	over time to address each service?		2	us to work quickly and cost effectively to	
3	A Yes		3	provision voice services to multiple	
4	Q You've testified that at page 13 of		4	locations and more efficiently use our	
5	your testimony, lines 11 to 12, the CLP		5	plant Bridge taps between 0 and 2,500	
6	may request removal of any unnecessary and		6	feet are not known to disturb DSL services	
7	non-excessive bridge tap between 0 and		7	because DSL has been designed to work,	
8	2.500 feet that serves no network design		8	even though bridge taps of that length are	
9	purpose Now, just to clarify Something		9	available	
10	in your opinion that serves no network		10	Q All right I think you're somewhat ahead	
111	design purpose is unnecessary and		11	of me	
12	excessive?		12	A All right Sorry	
13	A Yeah, I would agree with that		13	Q I think the answer to my question was,	
14	Q Can you explain to me that the		14	yes, bridge tap does serve a network	
15	(INTERRUPTION)		15	design purpose	
16	A I apologize for that		16	A Uh-huh	
17	Q No problem		17	Q for voice services?	
18	When you state that the CLP may		18	A Yes. it does	
19	request removal of bridge tap that serves		19	Q Now, does bridge tap serve a network	
20	no network design purpose, would that be		20	design purpose for data services?	į
21	the design purpose specific to the service		21	A To a degree, you could use a bridge tap	
22	desired to be provided over that loop by		22	to I mean, I guess the easiest way to	
23	the CLP'		23	explain this one is to talk about what a	
24	A I'm not sure of your question Can you		24	bridge tap is You can think of it as a	
25	rephrase that for me?		25	tree in the wintertime in that the trunk	
1,	O. When you use the phress comice as not and	Page 99		C.1	Page 101
2	Q When you use the phrase, serves no network		1	of the tree has a central office And	
3	design purpose, does that refer to no		2	there are multiple limbs that go out from	-
4	network design purpose for what the CLEC		3	that office to multiple different	
5	wants to use the loop for? A I am assuming that which I know network		4	locations Those multiple limbs.	
6	design purpose is, we're actually talking		5	depending on which end user decides to	,
7	about network design purposes of loops		6 7	order services and which choose to use	
8	that BellSouth is currently currently		8	that facility, that one limb becomes the	
9	would have, in other words, would be a			copper facility The remaining limbs are	
10	network design purpose for BellSouth as		9 10	what are referred to as the bridge taps	
lii	opposed to a CLEC		10	They're just hanging out there unused at	
12	Q So tell me if I have you correct That		12	the moment	
	~ 55 ton me n i nave vou conset i nat			So what can happen is you could	l l
113	the network design purpose referenced bara		4		t t
13	the network design purpose referenced here		13	have a you're going using one	
14	the network design purpose referenced here in your testimony refers to network design		14	particular limb, but you may have a design	
14 15	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services	ļ	14 15	particular limb, but you may have a design reason that you're going to move the	
14 15 16	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop?		14 15 16	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a	
14 15 16 17	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop? A Either the current services or we've got a		14 15 16 17	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a different limb in the future. But that's	
14 15 16 17 18	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop? A Either the current services or we've got a particular design for the outside plant	į	14 15 16 17 18	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a different limb in the future. But that's the reason it's there or those services	
14 15 16 17 18 19	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop? A Either the current services or we've got a particular design for the outside plant infrastructure that incorporates a number		14 15 16 17 18 19	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a different limb in the future. But that's the reason it's there or those services are there. To the degree the extra limbs	
14 15 16 17 18 19 20	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop? A Either the current services or we've got a particular design for the outside plant infrastructure that incorporates a number of bridge taps where we need for some	į	14 15 16 17 18 19 20	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a different limb in the future. But that's the reason it's there or those services are there. To the degree the extra limbs interfere with the data service, we try to	
14 15 16 17 18 19 20 21	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop? A Either the current services or we've got a particular design for the outside plant infrastructure that incorporates a number of bridge taps where we need for some reason, and I'm not sure what they would		14 15 16 17 18 19 20 21	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a different limb in the future. But that's the reason it's there or those services are there. To the degree the extra limbs interfere with the data service, we try to remove them, that's removal of the bridge	
14 15 16 17 18 19 20 21 22	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop? A Either the current services or we've got a particular design for the outside plant infrastructure that incorporates a number of bridge taps where we need for some reason, and I'm not sure what they would be For some reason, we would want to		14 15 16 17 18 19 20 21 22	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a different limb in the future. But that's the reason it's there or those services are there. To the degree the extra limbs interfere with the data service, we try to remove them, that's removal of the bridge taps.	
14 15 16 17 18 19 20 21	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop? A Either the current services or we've got a particular design for the outside plant infrastructure that incorporates a number of bridge taps where we need for some reason, and I'm not sure what they would be. For some reason, we would want to have those bridge taps to be available.		14 15 16 17 18 19 20 21 22 23	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a different limb in the future. But that's the reason it's there or those services are there. To the degree the extra limbs interfere with the data service, we try to remove them, that's removal of the bridge taps. But at any given time, a facility	
14 15 16 17 18 19 20 21 22 23	the network design purpose referenced here in your testimony refers to network design purpose regarding the current services provided over the loop? A Either the current services or we've got a particular design for the outside plant infrastructure that incorporates a number of bridge taps where we need for some reason, and I'm not sure what they would be. For some reason, we would want to have those bridge taps to be available.		14 15 16 17 18 19 20 21 22	particular limb, but you may have a design reason that you're going to move the facility and do rearrangements and use a different limb in the future. But that's the reason it's there or those services are there. To the degree the extra limbs interfere with the data service, we try to remove them, that's removal of the bridge taps.	

_				<u> </u>	
		Page 102		O N	Page 104
1	or voice service, whatever end user is		l	Q Now, in general, these bullet points you	
2	going to be using that service, that		2	have on page 13, one, two, three, when you	
3	determines which limb of that bridge tap		3	wrote this testimony, were you did you	
4	is available or is going to be used So		4	write these points with regard only to DSL	
5	you can Just because a facility has		- 5	services'	
6	bridge taps before you use it doesn't mean		6	A I mean, I believe our intent and our focus	
7	it's not available for a data service. To		7	is to support DSL services, but CLPs could	
8	the degree the extra limbs, as you can		8	use these facilities or services for other	
9.	I described them, are not necessary, they		9	means, if they chose to	
10	can be removed to help facility or the		10	Q So the modifications you describe at one,	
11	service in its performance		11		
				two, and three. BellSouth would consider	
12	Q All right At page 9 of your testimony, I		12	performing for a non-DSL loop?	
13	just want to be clear, lines 10 to 12		13	A I believe we'll do these conditionings at	
14	You state that the same inductor that		14	the request of the CLP for whatever reason	
15	reduces high-frequency noise also		15	they may have for them	
16	interferes with high-frequency data		16	Q If a CLP wanted conditioning to be done to	
17	signals Are you referring to, by the		17	provide voice services, would you do that?	
18	word "same inductor", a load coil?		18	A I believe so I mean, number one says.	
19	A Yes		19	any copper loop being ordered by a CLP at	
20	Q A low pass filter?		20	over 6,000 feet of combined bridge tap	
21	A Yes		21	would be modified	
22	Q Do these lines regard bridge taps?		22	Q And could you return, again, to what was	
23	A A bridge tap is not an inductive device		23	marked as Exhibit 3, which is Attachment	
24	like a load coil or a low pass filter		24	2.	
25	Q So is it your testimony that bridge taps		25	A Okay	
23	Q 50 is it your testimony that or age taps		2.5	A Ordy	
		Page 103		1	Page 105
l	do not always impair data services?		1	Q Again, please turn to page 24 And please	ruge ros
2	A That is correct, they do not always		2	review both sections 2 12 3 and 2 12 4	
3	impair		3	Do these provisions regard only	
4	Q Is it your testimony that bridge taps may		4	what a CLEC would request in order to	
5			5	provide DSL service?	
	sometimes serve a network design purpose				
6	for data services'		6	(PAUSE)	
7	A Yes		7	A I don't see anything in either 2 12 3 or	
8	Q And does that occur strike that		8	2 12 4 that limits this just, I guess, to	
9	Under which circumstances would		9	loops that would be used to provide DSL	
10	bridge tap serve a network design purpose		10	service	
11	for a data service ⁹		11	Q And, Mr Fogle, if you could please return	
12	A I believe prior to provisioning when they		12	to Exhibit 7	
13	determine which facilities would be		13	A Okay	
	actornime winell facilities would be				
14	available for that data service		14	Q And, again, look at the page that's	
			14 15	numbered 10 at the bottom. It sets forth	
14	available for that data service Q Would the length of the bridge tap be a			numbered 10 at the bottom. It sets forth	
14 15 16	available for that data service Q Would the length of the bridge tap be a factor in determining whether it serves a		15 16	numbered 10 at the bottom—It sets forth the rule numbered iii, line conditioning	
14 15 16 17	available for that data service Q Would the length of the bridge tap be a factor in determining whether it serves a network design purpose for the data		15 16 17	numbered 10 at the bottom—It sets forth the rule numbered iii. Inne conditioning Do you believe that this rule applies only	
14 15 16 17 18	available for that data service Q Would the length of the bridge tap be a factor in determining whether it serves a network design purpose for the data service?		15 16 17 18	numbered 10 at the bottom. It sets forth the rule numbered iii. line conditioning Do you believe that this rule applies only to line conditioning for DSL services?	
14 15 16 17 18 19	available for that data service Q. Would the length of the bridge tap be a factor in determining whether it serves a network design purpose for the data service? A. It's a determination of whether or not the		15 16 17 18 19	numbered 10 at the bottom. It sets forth the rule numbered iii, line conditioning. Do you believe that this rule applies only to line conditioning for DSL services? MR_CULPEPPER_Object to the form	
14 15 16 17 18 19 20	available for that data service Q. Would the length of the bridge tap be a factor in determining whether it serves a network design purpose for the data service? A. It's a determination of whether or not the bridge taps would interfere with the data		15 16 17 18 19 20	numbered 10 at the bottom. It sets forth the rule numbered iii, line conditioning. Do you believe that this rule applies only to line conditioning for DSL services? MR_CULPEPPER Object to the form of the question	
14 15 16 17 18 19 20 21	available for that data service Q. Would the length of the bridge tap be a factor in determining whether it serves a network design purpose for the data service? A. It's a determination of whether or not the bridge taps would interfere with the data service. So, yes, it would be a factor.		15 16 17 18 19 20 21	numbered 10 at the bottom. It sets forth the rule numbered iii, line conditioning. Do you believe that this rule applies only to line conditioning for DSL services? MR CULPEPPER Object to the form of the question A. I don't see anything in this document that	
14 15 16 17 18 19 20 21 22	available for that data service Q Would the length of the bridge tap be a factor in determining whether it serves a network design purpose for the data service? A It's a determination of whether or not the bridge taps would interfere with the data service. So, yes, it would be a factor. Q Would it be fair to say a longer bridge.		15 16 17 18 19 20 21 22	numbered 10 at the bottom. It sets forth the rule numbered iii, line conditioning Do you believe that this rule applies only to line conditioning for DSL services? MR CULPEPPER Object to the form of the question A. I don't see anything in this document that limits it to just DSL services.	
14 15 16 17 18 19 20 21 22 23	available for that data service Q Would the length of the bridge tap be a factor in determining whether it serves a network design purpose for the data service. A It's a determination of whether or not the bridge taps would interfere with the data service. So, yes, it would be a factor. Q Would it be fair to say a longer bridge tap has a better chance of impairing data.		15 16 17 18 19 20 21 22 23	numbered 10 at the bottom. It sets forth the rule numbered iii, line conditioning Do you believe that this rule applies only to line conditioning for DSL services? MR CULPEPPER Object to the form of the question A. I don't see anything in this document that limits it to just DSL services Q. All right. And, again, turning to your	
14 15 16 17 18 19 20 21 22	available for that data service Q. Would the length of the bridge tap be a factor in determining whether it serves a network design purpose for the data service? A. It's a determination of whether or not the bridge taps would interfere with the data service. So, yes, it would be a factor. Q. Would it be fair to say a longer bridge.		15 16 17 18 19 20 21 22	numbered 10 at the bottom. It sets forth the rule numbered iii, line conditioning Do you believe that this rule applies only to line conditioning for DSL services? MR CULPEPPER Object to the form of the question A. I don't see anything in this document that limits it to just DSL services.	

		Page 106			Page 108
	outlined in this bullet 3, the rates would		1	Q And can you give me roughly the month and	i
2	be pursuant to BellSouth's special		2	year of the meetings that you attended?	
3	construction process in BellSouth FCC		3	A I attended a couple, I believe, in the	
1	Tariff No 2 I earlier showed you		4	latter half of last year There were some	
5	Exhibit 8, which is a copy of the special		5	specific issues that were coming up at the	
6	construction process in BellSouth Tariff		6	time that I had some history on, some	
7	2		7	expertise on that I could provide some	
8	A Uh-huh		8	help to the collaborative, so I	
9	Q Sitting here, could you direct me to the		9	participated at that time	
10	portion of this tariff that would tell a		10	Q And what were those issues that you	
11	CLP what the rates for bridge tap removal		11	provided help with?	
12	would be under these circumstances?		12	A You're really testing my memory here It	
13	A No, I cannot		13	had to do with the DSL services and I	
14	Q And. again, page 13 of your testimony, you		14	believe some qualification information and	
15	discuss at lines 17 to 19 an industry		15	also copper retirement rules rules on	
16	collaborative Do you see that?		16	copper retirement	
17	A Yes. I do		17	Q Qualification information, are you	
18	Q What are you referring to in those lines?		18	referring to the process by which	
19	A There is what we term internally an		19	BellSouth determines if a loop can carry	
20	industry collaborative, which is a set of		20	DSL service'	
21	meetings that CLECs and BellSouth		21	A Yes, what BellSouth's qualification	
22	participate and engage in, specifically to		22	process is	
23	discuss developing rules, methods, and		23	Q Did you discuss the issue of bridge tap	
24	procedures, complex issues associated with		24	removal when you went to these meetings?	
25	line conditioning, line sharing, most of		25	A I don't believe I have, no	
1		Pag. 107			D 100
	the services and issues resulting in	Page 107	1	O. Do you know what if any resolution the	Page 109
1 2	the services and issues resulting in. basically, CLECs providing their DSL	Page 107	1 2	Q Do you know what, if any, resolution the	Page 109
2	basically, CLECs providing their DSL	Page 107	1 2 3	industry collaborative reached regarding	Page 109
	basically, CLECs providing their DSL services in competition against BellSouth	Page 107	3	industry collaborative reached regarding the removal of bridge taps?	Page 109
2 3 4	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a	Page 107	3 4	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly	Page 109
2 3	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name?	Page 107	3 4 5	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put	Page 109
2 3 4 5	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it	Page 107	3 4	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet	Page 109
2 3 4 5 6	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known	Page 107	3 4 5 6 7	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and	Page 109
2 3 4 5 6 7	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally.	Page 107	3 4 5 6	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that	Page 109
2 3 4 5 6 7 8	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known	Page 107	3 4 5 6 7 8	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we	Page 109
2 3 4 5 6 7 8 9	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of	Page 107	3 4 5 6 7 8 9	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our	Page 109
2 3 4 5 6 7 8 9	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so	Page 107	3 4 5 6 7 8 9 10	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of	Page 109
2 3 4 5 6 7 8 9 10	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to	Page 107	3 4 5 6 7 8 9	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help.	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q. And does the collaborative regard the	Page 107	3 4 5 6 7 8 9 10 11 12	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go	Page 109
2 3 4 5 6 7 8 9 10 11 12 13	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q. And does the collaborative regard the relations between CLPs and BellSouth in	Page 107	3 4 5 6 7 8 9 10 11 12 13	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help.	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q. And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A. Yes, I believe it does cover the entire region.	Page 107	3 4 5 6 7 8 9 10 11 12 13	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted.	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q. And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A. Yes, I believe it does cover the entire	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q. And by "what they have accepted", are you	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q. And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A. Yes, I believe it does cover the entire region Q. And do you know when it was established? A. I know it's been going on for a number of	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15 16	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q And by "what they have accepted", are you referring to your bullet points one, two,	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	basically, CLECs providing their DSL services in competition against BellSouth Q. Does this industry collaborative have a proper name? A. I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q. And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A. Yes, I believe it does cover the entire region Q. And do you know when it was established?	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q. And by "what they have accepted", are you	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	basically, CLECs providing their DSL services in competition against BellSouth Q Does this industry collaborative have a proper name? A I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A Yes, I believe it does cover the entire region Q And do you know when it was established? A I know it's been going on for a number of years. I don't know exactly when it was established.	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q And by "what they have accepted": are you referring to your bullet points one, two, three on page 13? A That is correct.	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	basically, CLECs providing their DSL services in competition against BellSouth Q Does this industry collaborative have a proper name? A I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A Yes, I believe it does cover the entire region Q And do you know when it was established? A I know it's been going on for a number of years. I don't know exactly when it was	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q. And by "what they have accepted": are you referring to your bullet points one, two, three on page 13? A. That is correct. Q. And is the final outcome of this bridge.	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	basically, CLECs providing their DSL services in competition against BellSouth Q Does this industry collaborative have a proper name? A I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A Yes, I believe it does cover the entire region Q And do you know when it was established? A I know it's been going on for a number of years. I don't know exactly when it was established. Q Do they have meetings at which people convene to discuss.	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q And by "what they have accepted": are you referring to your bullet points one, two, three on page 13? A That is correct.	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	basically, CLECs providing their DSL services in competition against BellSouth Q Does this industry collaborative have a proper name? A I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A Yes, I believe it does cover the entire region Q And do you know when it was established? A I know it's been going on for a number of years. I don't know exactly when it was established. Q Do they have meetings at which people convene to discuss— A Yes, they do	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q. And by "what they have accepted"! are you referring to your bullet points one, two, three on page 13? A. That is correct. Q. And is the final outcome of this bridge tap discussion by the collaborative codified someplace?	Page 109
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	basically, CLECs providing their DSL services in competition against BellSouth Q Does this industry collaborative have a proper name? A I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A Yes, I believe it does cover the entire region Q And do you know when it was established? A I know it's been going on for a number of years. I don't know exactly when it was established Q Do they have meetings at which people convene to discuss A Yes, they do Q Have you attended these meetings?	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q. And by "what they have accepted": are you referring to your bullet points one, two, three on page 13? A. That is correct. Q. And is the final outcome of this bridge tap discussion by the collaborative is codified someplace? A. I mean, I believe they have minutes and notes.	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	basically, CLECs providing their DSL services in competition against BellSouth Q Does this industry collaborative have a proper name? A I don't know, to tell you the truth, if it has a proper name. It's just simply known as the industry collaborative internally. We've referred it as such in front of several commissions and they seem to always know what I'm talking about, so Q And does the collaborative regard the relations between CLPs and BellSouth in the whole BellSouth region? A Yes, I believe it does cover the entire region Q And do you know when it was established? A I know it's been going on for a number of years. I don't know exactly when it was established. Q Do they have meetings at which people convene to discuss— A Yes, they do	Page 107	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	industry collaborative reached regarding the removal of bridge taps? A There was at and I don't know exactly which meeting it was, they actually put this exact proposal of these three bullet points to a vote in the collaborative, and the CLECs voted this was the approach that they preferred. And so that is what we agreed to Even though it exceeded our obligations, we felt in the interest of compromise and in the interest of help supporting CLECs, it would be best to go ahead and work with what they have accepted. Q. And by "what they have accepted": are you referring to your bullet points one, two, three on page 13? A. That is correct. Q. And is the final outcome of this bridge tap discussion by the collaborative is codified someplace? A. I mean, I believe they have minutes and	

1.	Page 110	1 .		Page 112
1 2	routinely attend collaborative meetings? A Yes		notes for the industry collaborative were	
3		2	produced to the Joint Petitioners in this	
4	Q Do you know who those personnel are?	3	case')	
5	A It depends on the issue I know in terms	4	A I'm not aware	
	of line conditioning, the person who would	5	Q Did you review the documents that were	
6 7	be most involved with a collaborative	6	produced in response to the request for	
8	would be Jerry Latham	7	production associated with this issue.	
	Q Have you ever discussed with Jerry what he	8	which is number 2209	
9	learns or what he does at those meetings?	9	A I believe I reviewed some of them, yes	
11	A Uh-huh Yes. I have	10	Q To use the vernacular, did you see the	
12	Q And what does he describe to you he's	11	production right before it went out the	
13	learned at those meetings?	12	door?	
14	A Essentially that, as we all know, lots of	13	A I don't believe I saw it right before it	
15	CLECs have lots of uses for why they want	14	went out the door I reviewed it some	
16	we use our facilities It's very	15	of it as it was being developed, but not	
17	difficult and complex for them to agree	16	right before it left	
18	with each other as to what standards	17	Q Do you know what the contents are of the	
19	that they want. It's important for	18	final adoption of a policy regarding	
20	BellSouth to try to work to a common	19	bridge tap removal that the industry	
21	standard And so he's, you know, learned	20	collaborative came up with?	
22	how to work with the CLECs in creating, in	21	A Could you ask that question again?	
23	this particular case, a common approach	22	Q Was it a codified policy that the industry	
24	for bridge tap removals that would meet	23	collaborative adopted regarding bridge tap	
25	the majority of the CLEC's needs	24	removal'	
2.7	Q Was Jerry Latham present at the meetings	25	A Codified policy, do you mean was it	
	Page 111			P.10: 113
1	Page 111 where the bridge tap removal proposal was	1	written down or	Page 113
2		1 2	•	Page 113
2 3	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present	1	Q Was it written down?	Page 113
2 3 4	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was	2	•	Page 113
2 3	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present?	2 3	Q Was it written down? A I believe it was captured in the minutes from that meeting	Page 113
2 3 4 5 6	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth	2 3 4	Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific	Page 113
2 3 4 5 6 7	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't	2 3 4 5	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? 	Page 113
2 3 4 5 6 7 8	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be	2 3 4 5 6	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to 	Page 113
2 3 4 5 6 7 8 9	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry	2 3 4 5 6 7 8 9	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? 	Page 113
2 3 4 5 6 7 8 9	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided	2 3 4 5 6 7 8 9	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will 	Page 113
2 3 4 5 6 7 8 9 10	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that	2 3 4 5 6 7 8 9 10	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be 	Page 113
2 3 4 5 6 7 8 9 10 11	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned?	2 3 4 5 6 7 8 9 10 11	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are	2 3 4 5 6 7 8 9 10 11 12 13	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one	2 3 4 5 6 7 8 9 10 11 12 13 14	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have	2 3 4 5 6 7 8 9 10 11 12 13 14 15	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time? A I would gather at least somebody does	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your testimony at page 13, you state that 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time? A I would gather at least somebody does Probably the participants in the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your testimony at page 13, you state that inegotiations between the parties should be 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time? A I would gather at least somebody does Probably the participants in the collaborative would have copies of the	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your testimony at page 13, you state that inegotiations between the parties should be pursuant to a separate agreement. And by 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time? A I would gather at least somebody does Probably the participants in the collaborative would have copies of the minutes and notes. I know I have copies	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your testimony at page 13, you state that inegotiations between the parties should be pursuant to a separate agreement. And by "negotiations", I think you're referring	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time? A I would gather at least somebody does Probably the participants in the collaborative would have copies of the minutes and notes. I know I have copies of minutes and notes from certain meetings.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your testimony at page 13, you state that inegotiations between the parties should be pursuant to a separate agreement. And by "negotiations", I think you're referring to line conditioning beyond what BellSouth 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time? A I would gather at least somebody does Probably the participants in the collaborative would have copies of the minutes and notes. I know I have copies of minutes and notes from certain meetings of the collaborative, but certainly not	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your testimony at page 13, you state that inegotiations between the parties should be pursuant to a separate agreement. And by "negotiations", I think you're referring to line conditioning beyond what BellSouth performs for its own customers, is that 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time? A I would gather at least somebody does Probably the participants in the collaborative would have copies of the minutes and notes. I know I have copies of minutes and notes from certain meetings of the collaborative, but certainly not all of them.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your testimony at page 13, you state that inegotiations between the parties should be pursuant to a separate agreement. And by "negotiations", I think you're referring to line conditioning beyond what BellSouth performs for its own customers, is that correct? 	Page 113
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	where the bridge tap removal proposal was quoted and adopted? A I don't know if he was present Q Do you know if any BellSouth personnel was present? A I'm confident at least one BellSouth personnel was present, but I wouldn't necessarily know who that would be Q When someone attends one of these industry collaboratives, are they later provided with a copy of those minutes or notes that you mentioned? A Yes, they are Q Do you have any reason to believe that one or more BellSouth personnel would not have those minutes or notes in their possession at this time? A I would gather at least somebody does Probably the participants in the collaborative would have copies of the minutes and notes. I know I have copies of minutes and notes from certain meetings of the collaborative, but certainly not	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q Was it written down? A I believe it was captured in the minutes from that meeting Q Do you know whether it contained specific terms and conditions as to how bridge tap removal would be priced? A I believe it contains pretty closely to what I included in my testimony, which is the three conditions of which we will remove bridge taps and what rates would be effective for each condition Q Do you know whether the policy or final proposal included terms governing how bridge tap removal would be ordered? A I don't know Q And, finally, lines 22 to 23 of your testimony at page 13, you state that inegotiations between the parties should be pursuant to a separate agreement. And by "negotiations", I think you're referring to line conditioning beyond what BellSouth performs for its own customers, is that 	Page 113

		Page 114		1	Page 116
1	Q And why do you state that there should be		1	lack of better term, a commercial	
2	a separate agreement to govern those terms		2	agreement It's an agreement between two	
3	and conditions?		3	companies to provide a service, one to	
4	A Well, it's not if BellSouth		4	another	
5	voluntarily offers to do something or add		5	And in this case, the three types	
6	a service that's outside the 251		6	of line conditioning that we're talking	
7	obligation, that it needs to be treated as		7	about, we have one that we'll do at no	
8	such, then either have a separate		8	charge, one that we have rates and terms	
9	agreement or at least not be subject to		9	in this attachment, and a third option is	
10	arbitration in a 251 arbitration.		10°		
	simply because it's not a 251 obligation		10	already covered in a tariff So it's	
12	Q Do you have a position as to what the			available	
13	North Carolina Utilities Commission's		12	Q What kinds of terms and conditions do you	
14			13	think would need to go into such a	
	jurisdiction would be regarding the		14	separate agreement?	
15	outcome of the bridge tap removal sections		15	A Any terms and conditions that would be	
16	of the interconnection agreement in this		16	outside the scope of a 251 obligation. To	
17	case')		17	the degree they bind BellSouth, then we	
18	MR CULPEPPER Object to the form		18	would expect to develop those under a	
19	of the question		19	separate agreement	
20	A Yeah, I'm not sure what your question		20	Q Would the rates be separately negotiated?	
21	I'm not sure what position I could take		21	A If the rates aren't covered in Attachment	
22	with that		22	2 of the interconnection agreement or are	
23	Q Does the North Carolina Utilities		23	already covered in a tariff, then they	
24	Commission, in your opinion, only have the		24	would be negotiated as part of a separate	
25	authority to make an order in this case to		25	agreement :	
				agreement .	
		Page 115		•	Page 117
1	the extent that it deals with a subject	5	1	Q Would the billing and collection of	Tage 117
2	that is appropriately dealt with under a		2	payment for those services need to be	
3	Section 251 arbitration?		3	included in this separate agreement?	
4	A It's my understanding, as we are		4	A Yeah The separate agreement would look	
5	C 271		_	A real the separate agreement would hook	ı
6	COnducting a Section 251 arbitration		5		i i
	conducting a Section 251 arbitration.		5	just like any other commercial agreement	
17	which it's my understanding that the		6	just like any other commercial agreement between two companies in that it would	
7 8	which it's my understanding that the only things we should be discussing and		6 7	just like any other commercial agreement between two companies in that it would include ordering information, what	
8	which it's my understanding that the only things we should be discussing and working through are obligations under		6 7 8	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's	
8 9	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251 - I believe the North Carolina		6 7 8 9	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of	
8 9 10	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251 I believe the North Carolina Utility Commission may have different		6 7 8 9 10	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always	
8 9 10 11	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under		6 7 8 9 10	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal	
8 9 10 11 12	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth.		6 7 8 9 10 11 12	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies	
8 9 10 11 12 13	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're		6 7 8 9 10 11 12 13	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement	
8 9 10 11 12 13 14	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here		6 7 8 9 10 11 12 13	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q And in your time at BellSouth, have you	
8 9 10 11 12 13 14 15	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here Q. Have any CLPs negotiated a separate.		6 7 8 9 10 11 12 13 14 15	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with	
8 9 10 11 12 13 14 15 16	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here Q. Have any CLPs negotiated a separate agreement to govern these terms and		6 7 8 9 10 11 12 13 14 15 16	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement	
8 9 10 11 12 13 14 15 16	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13?		6 7 8 9 10 11 12 13 14 15	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with	
8 9 10 11 12 13 14 15 16 17	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13? A. I don't know if that's the case or not		6 7 8 9 10 11 12 13 14 15 16	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with another telecommunications carrier? A. Yes	
8 9 10 11 12 13 14 15 16 17 18 19	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here. Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13? A. I don't know if that's the case or not. Q. Do you know whether any CLPs have.		6 7 8 9 10 11 12 13 14 15 16 17	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with another telecommunications carrier? A. Yes. Q. And what type of service was covered in	
8 9 10 11 12 13 14 15 16 17 18 19 20	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here. Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13? A. I don't know if that's the case or not. Q. Do you know whether any CLPs have requested such negotiations?		6 7 8 9 10 11 12 13 14 15 16 17 18	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with another telecommunications carrier? A. Yes Q. And what type of service was covered in that contract?	
8 9 10 11 12 13 14 15 16 17 18 19 20 21	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here. Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13? A. I don't know if that's the case or not. Q. Do you know whether any CLPs have requested such negotiations? A. I don't know.		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with another telecommunications carrier? A. Yes Q. And what type of service was covered in that contract? A. Professional services. In this particular	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here. Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13? A. I don't know if that's the case or not. Q. Do you know whether any CLPs have requested such negotiations? A. I don't know. Q. In your mind, as you think about this.		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with another telecommunications carrier? A. Yes Q. And what type of service was covered in that contract? A. Professional services. In this particular case, it was installation work.	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here. Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13? A. I don't know if that's the case or not. Q. Do you know whether any CLPs have requested such negotiations? A. I don't know. Q. In your mind, as you think about this.		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with another telecommunications carrier? A. Yes Q. And what type of service was covered in that contract? A. Professional services. In this particular case, it was installation work. Q. Was this contract then obligating.	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here. Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13? A. I don't know if that's the case or not. Q. Do you know whether any CLPs have requested such negotiations? A. I don't know. Q. In your mind, as you think about this separate agreement, would it be an		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with another telecommunications carrier? A. Yes Q. And what type of service was covered in that contract? A. Professional services. In this particular case, it was installation work. Q. Was this contract then obligating BellSouth to send its personnel to go work.	
8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	which it's my understanding that the only things we should be discussing and working through are obligations under Section 251. I believe the North Carolina Utility Commission may have different perspectives of what our obligations under 251 under Section 251 than BellSouth, but I believe it's appropriate that we're only dealing with Section 251 issues here. Q. Have any CLPs negotiated a separate agreement to govern these terms and conditions discussed at page 13? A. I don't know if that's the case or not. Q. Do you know whether any CLPs have requested such negotiations? A. I don't know. Q. In your mind, as you think about this.		6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	just like any other commercial agreement between two companies in that it would include ordering information, what services are to be performed, what's expected of both parties, and then, of course, billing, and then they always require two to three pages of legal documentation to protect the two companies in that agreement Q. And in your time at BellSouth, have you ever negotiated a commercial contract with another telecommunications carrier? A. Yes Q. And what type of service was covered in that contract? A. Professional services. In this particular case, it was installation work. Q. Was this contract then obligating.	

22 A If a CLP wants a service to be performed 23 prior to a separate agreement is 24 available, they have options Either some 25 separate words? Just to clarify further 26 what your meaning is 27 available, they have options Either some 28 separate words? Just to clarify further 29 what your meaning is 20 24 A Yes				_		
2 O Were there any other types of agreements that you negotiated information service agreements. If it trying to think. Those are the two, professional services and information services are the two, professional services and information services. O How many such agreements did you negotiate, approximately. A Been movlord in negotiations, probably in five or six different such agreements if ive or six different such agreements if ive or six different such agreements if ive or six different such agreements is signing of the agreement? A If's varied by the customer in terns of— in the particular agreement, and there's sometimes been a number of issues 1 believe the shortest is probably in the four to six veck time frame, not four to six veck time frame, not four to six veck time frame, again not full-time but just as we worked through the negotiations 1 Q So was it as long as a year in some mistances? 3 A Year, year-and-a-half, yes. Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that courses time to pass Q D and BellSouth four to six veck time frame, and the longest has been in the 12 to 18 3 A Year, year-and-a-half, yes. Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q D and BellSouth perform any other requested work for these entities prior to the signing of the agreement? M S LOYCE The separate agreement and whoever else they rant some interconnection negrencent, on the tedegree they want something additional services until the bad any agreement in precious the degree they want something additional services until the had any agreement in the construction through the fet that, then we would not perform any other requested work for these can time to pass Q D and Boen moved in negotiations, probably in the few to an additional services until the bar of the origination of the degree they want something additional services until the bar of			Page 118		,	Page 120
that you negotiated? A I have negotiated information service agreements. I'm trying to think. Those are the two, professional services and information services. 8 Q How many such agreements did you negotiate, approximately? 10 A Been involved in negotiations, probably in 1 five or six different such agreements. 12 Q And, to the best of your recollection, how 13 long a time period was it from the 14 beginning of the negotiations until the 15 signing of the agreement? 16 A It's varied by the customer in terms of 17 in the particular agreement, and there's 18 sometimes been a number of issues 1 19 believe the shortest is probably in the 10 four to six week time frame, not 11 full-time, but, you know, to work through 12 puts as we worked through the 13 negotiations. 19 Q So was it as long as a year in some 19 instances? 10 Q So was it as long as a year in some 10 instances? 11 Q So was it as long as a year in some 12 instances? 12 Q So was it as long as a year in some 13 instances? 14 Page 119 15 Instantify 16 A Page 119 16 A Page 119 17 Page 119 18 Page 119 18 Deleve the shortest is probably in the 19 Gour tos is week time frame, not 21 full-time, but, you know, to work through 22 mand the longest has been in the 12 to 18 23 month time frame, again not full-time but 24 just as we worked through the 25 instances? 26 O Do BellSouth preform any other requised work for these entities prior to ite signing of the agreement? 27 causes time to pass 28 Q D dB BellSouth perform any other requised work for these entities prior to ite signing of the agreement? 29 MS JOYCE The separate agreement are we talking about? 20 MS JOYCE The separate agreement are we talking about? 21 MR S JOYCE The separate agreement are we talking about? 22 Bellsouth perform any other requised work for these entities proposed would have to be done 23 A I'a CLP wants a service to be performed profit or agreement? 24 A Day would like the lound Pettioners to mediate the Joy of the proposed would have to be done 25 A I'a CLP wants a service to be	1			-	they've been identified in this	
4 A L have negotated information service 5 agreements. I'm trying to think. Those 6 are the two, professional services and 7 miformation services 8 Q How many such agreements did you 9 negotiate. approximately. 10 A Been involved in negotiations, probably in 11 five or six different such agreements 12 Q And, to the best of your recollection, how 13 long a time period was it from the 15 signing of the agreement, and there's 16 A If's varied by the customer in terms of— 17 in the particular agreement, and there's 18 sometimes been a number of issues! 19 believe the shortest is probably in the 10 four to six veeck time frame, not 10 four to six veeck time frame, again not full-time but 11 just as we worked through the 12 negotiations 10 Q So was it as long as a year in some 11 instances? 11 Q So was it as long as a year in some 12 instances? 12 Q And, to now, to work through, 13 and the longest has been in the 12 to 18 14 other through the control of the degree they want something additional to that, then we would not perform those additional services until to that, then we would not perform those additional services until to that, then we would not perform those additional services until to that, then we would not perform those additional services until to that, then we would not perform those additional services until to that, then we would not perform those additional services until to that, then we would not perform those additional and to that, then we would not perform those additional and to that, then we would not perform those additional and to that, then we would not perform those additional to that, then we would not perform those additional representation. 18 A Tis varied through the assument of the agreement? 19 Q We're back on the record Mr Fogle, do you have a position on what indemification should be provided to BellSouth in two CLPs split a line with a different split to that a different them to to be able to negotiate for a while, so that a significant should be provided to be able to negotiate						
5 agreements I'm trying to think. Those 6 are the two, professional services and 7 information services 8 Q. How many such agreements did you 9 negotiate, approximately? 10 A. Been involved in negotiations, probably in 11 five or six different such agreements 12 Q. And, to the best of your recollection, how 13 long a time period was it from the 14 beginning of the negotiations until the 15 signing of the agreement? 16 A. It's varied by the customer in terms of— 17 in the particular agreement, and there's 18 sometimes been a number of issues ! 19 believe the shortest is probably in the 20 four to six week time frame, not 21 full-time, but, you know, to work through, 22 and the longest has been in the 12 to 18 23 month time frame, again not full-time but 24 just as we worked through the 25 negotiations 26 Q. Did BellSouth perform any other requested 27 work for these cuttities prior to the 28 singing of the agreement? 29 Q. Did BellSouth perform any other requested 29 work for these cuttities prior to the 29 vork for these cuttities prior to the 20 q. Is it your understanding that BellSouth 20 q. Is it your understanding that BellSouth 21 and the ongest for a while, so that 22 causes time to piass 23 perior to a separate agreement 24 mould not perform any other requested 25 work for these cuttities prior to the 26 size of the prior to the signing of such an 27 agreement? 28 Q. Did BellSouth perform any other requested 29 work for these cuttities prior to the 29 vork for these cuttities prior to the 29 vork for the constitution processes as identified in PCC Tariff they could order out of? 29 Process construction processes as identified in PCC Tariff they could order out of? 29 Q. We're back on the record Mr. Fogle, do you have a position on what in deminification should be provided to get believe the shortest prior to the sum of the provided in the provided in the provided in the provided in the provided in the provided in the provided in the county of the provided in the provided in the provided in the provided					others are available via special	
5 agreements I'm trying to think Those 6 are the two, professional services and 7 information services 8 Q. How many such agreements did you 9 negotiate, approximately? 10 A. Been involved in negotiations, probably in 11 five or six different such agreements 12 Q. And, to the best of your recollection, how 13 long at time period was it from the 14 beginning of the negotiations until the 15 signing of the agreement? 16 A. It's varied by the customer in terms of— 17 in the particular agreement, and there's 18 sometimes been a number of issues ! 19 believe the shortest is probably in the 19 full-time, but, you know, to work through, 21 and the longest has been in the !2 to !8 month time frame, again not full-time but 22 just as we worked through the 23 negotiations 24 just as we worked through the 25 negotiations 25 Q. Did BellSouth perform any other requested 26 work for these cuttites prior to the 27 sing of the agreement? 28 Q. Did BellSouth perform any other requested 29 work for these cuttites prior to the 20 q. Is it your understanding that BellSouth 20 would not perform any bridge tap removal 21 net covered in your bullets one, two 22 times and the longest agreement are we 23 time to pass 24 Q. Did BellSouth Perform any bridge tap removal 26 and the would not perform disos additional services until we had an agreement in place to do that agreement in place a the professes an identified in		A I have negotiated information service			construction through the FCC tariff To	
6 are the two, professional services and information services 8 Q. How many such agreements did you negotiate, approximately? 10 A. Been involved in negotiations, probably in five or six different such agreements in place to do that 2 Q. And, to the best of your recollection, how long a time period was it from the beginning of the agreement? 13 long a time period was it from the signing of the agreement? 14 he particular agreement, and there's sometimes been a number of issues 1 believe the shortest is probably in the four to six week time frame, not four to six week time frame, not further, but, you know, to work through, and the longest has been in the 12 to 18 month time frame, again not full-time but 24 just as we worked through the negotiations 1 Q. So was it as long as a year in some instances? 2 Q. So was it as long as a year in some instances? 3 A. Year, year-and-a-half, yes. Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that 7 causes time to pass Q. Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? 3 Q. Is it your understanding that BellSouth would not perform any bridge tap removal into the covered in your bullets one, two, three prior to the signing of the agreement? 4 M. R. CULPEPPER Object to the form of the question What agreement are we talking about? 4 M. S. JOYCE The separate agreement that he's proposed would have to be done to appare to a separate agreement is available, they have options Either some 2 pagrate works? Just to clarify further what your meaning is available, they have options Either some 2 pagrate works? Just to clarify further what your meaning is available, they have options Either some 2 pagrate works? Just to clarify further what your meaning is a pagrate works of the custom what in the did to the signing of the agreement? See the search of the pagrate agreement is available, they have options Either some 2 pagrate works? Just to clarify furthe	5	agreements I'm trying to think Those		5		
7 additional services until we had an agreement services when we were different require them not to be able to negotiate on pass a year in some instances? 17 Q So was it as long as a year in some instances? 18 Q So was it as long as a year in some instances? 19 Q So was it as long as a year in some instances? 10 Q So was it as long as a year in some instances? 11 Q So was it as long as a year in some instances? 11 Q So was it as long as a year in some instances? 12 Q Did BellSouth perform any other requested work for these entities pror to the signing of the agreement? 13 Q Did BellSouth perform any other requested work for these entities pror to the signing of the agreement? 14 A No Q Into tanhol, we had an agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in place to do that agreement in they could order out of? 11 A No Q This tanhol? 12 A Hot Carl Timby could order out of? 13 A Yes, that large one 14 A Yes, that large one 15 MS JOYCE Let's take a ten-munt break 18 JOYCE Let's take a ten-munt break 19 We're back on the record Mr Fogle, do work or back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr Fogle, do We're back on the record Mr F	6	are the two, professional services and				
8 Q How many such agreements did you negotiate, approximately? 10 A Been involved in negotiations, probably in five or six different such agreements 12 Q And, to the best of your recollection, how long a time period was it from the beginning of the negotiations until the signing of the agreement? 14 beginning of the agreement? 15 signing of the agreement? 16 A It's varied by the customer in terms of in the particular agreement and there's sometimes been a number of issues 1 believe the shortest is probably in the four to six week time frame, not full-time, but, you know, to work through, and the longest has been in the 12 to 18 month time frame, again not full-time but just as we worked through the negotiations 17 Q So was it as long as a year in some mistances? 18 A Year, year-and-a-half, yes Sometimes the other compamies have extenuating error many other requested work for these centilities prior to the signing of the agreement? 18 A No 19 Ly Just saw work of through the negotiations 19 Q So was it as long as a year in some matching of the agreement? 20 A Year, year-and-a-half, yes Sometimes the other compamies have extenuating error many other requested work for these centilities prior to the signing of the agreement? 20 Q Is at your understanding that BellSouth would not perform any other requested work for these centilities prior to the signing of such an agreement? 21 A No 22 Q Is it your understanding that BellSouth would not perform any other requested work for these centilities prior to the signing of such an agreement? 21 MR CULPEPPER Object to the form of the question What agreement are we talking about? 22 MS JOYCE The separate agreement the available, they have options Either some available, they have options Either some available, they have options Either some available, they have options Either some available, they have options Either some available, they have options Either some available, they have options Either some available, they have options Either some available, they have options Either	7					
9	8	O How many such agreements did you				
10 A Been involved in negotiations, probably in life or six different such agreements 12 Q. And, to the best of your recollection, how long a time period was it from the signing of the negotiations until the signing of the agreement? 13 Western the particular agreement, and there's 14 A Vest, that large one 15 MS JOYCE Let's take a ten-immute break (RECESS) 18 Sometimes been a number of issues 1 believe the shortest is probably in the 19 believe the shortest is probably in the 20 four to six week time frame, not 19 four to six week time frame, again not full-time but 21 just as we worked through the negotiations 25 month time frame, again not full-time but 22 just as we worked through the negotiations 25 month time frame, again not full-time but 25 instances? 25 month time frame, again not full-time but 26 month time frame, again not full-time but 27 just as we worked through the negotiations 26 work for these centures are very companies have extenuating 27 month as a possition on what in the BellSouth network? 28 and whoever else they re choosing to split a line with, well like to not – well like to be mediminified for whatever those agreements are from any potential liabilities that would result in them We don't have an opportunity to represent 8 Q. Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? 15 month time prior to the signing of the agreement? 16 month time prior to the signing of such an agreement? 17 mR CULPEPPER Object to the form of the question. What agreement agreement the talking about? 18 month time from them 19 month as agreement? 19 month as agreement agreement agreement to the sprayed would have to be done 21 month and the sum of the prior to a separate agreement agreement and there's and there's and there's and there's make the form of the question. What agreement agreement to a causes time to pass and the form of the question. What agreement agreement agreement and there's and the form them 19 month agreement agreement agreement agreem						
11 A Process construction processes as indentified in FCC Tariff No 2 Q And, to the best of your recollection, how less than the best of your recollection, how less than the best of your recollection, how less than the best of your recollection, how less than the best of your recollection, how less than the less than						
12 Q And, to the best of your recollection, how long a time period was it from the signing of the agreement? 13 Q This tanff?						
long a time period was it from the beginning of the agreement? 14 beginning of the agreement? 15 signing of the agreement and there's sometimes been a number of issues 1 to believe the shortest is probably in the close the forest is probably in the close the shortest is probably in the close the shortest is probably in the close to six week time frame, not 21 full-time, but you know, to work through, and the longest has been in the 12 to 18 month time frame, again not full-time but just as we worked through the negotiations 1					A Process construction processes as	
beginning of the negotiations until the signing of the agreement? It is signing of the agreement? It is voried by the customer in terms of min the particular agreement, and there's min the particular agreement, and there's min the particular agreement, and there's min the particular agreement, and there's min the particular agreement, and there's sometimes been a number of issues 1 min the particular agreement, and there's sometimes been a number of issues 1 min the particular agreement, and there's sometimes been a number of issues 1 min the particular agreement, and there's sometimes been a number of issues 1 min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular agreement and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and there's min the particular and the particular and the particular and there's min the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the particular and the				4		
signing of the agreement? A It's varied by the customer in terms of— In the particular agreement, and there's sometimes been a number of issues 1 believe the shortest is probably in the log four to six week time frame, not full-time, but, you know, to work through, and the longest has been in the 12 to 18 month time frame, again not full-time but just as we worked through the instances? 1					•	
16 A It's varied by the customer in terms of— 17 in the particular agreement, and there's 18 sometimes been a number of issues 1 19 believe the shortest is probably in the 20 four to six week time frame, not 21 full-time, but, you know, to work through, 22 and the longest has been in the 12 to 18 23 month time frame, again not full-time but 24 just as we worked through the 25 negotiations 10 So was it as long as a year in some 26 instances? 27						
17 mthe particular agreement, and there's sometimes been a number of issues 1 18 sometimes been a number of issues 1 19 believe the shortest is probably in the four to six week time frame, not 20 full-time, but, you know, to work through, 21 and the longest has been in the 12 to 18 22 month time frame, again not full-time but just as we worked through the negotiations 25 month time frame, again not full-time but just as we worked through the negotiations 27 1 Q So was it as long as a year in some instances? 2 materials and whoever else they re choosing to split a flive or where companies have extenuating 4 to be indemnified for a while, so that causes time to pass 2 work for these centities prior to the signing of the agreement? 4 No 11 A No 12 Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two. 4 MR CULPEPPER Object to the form of the question. What agreement are we talking about? 4 A Yes. 4 A Yes 24 A Yes 25 BY MS JOYCE 19 BY MS JOYCE The separate agreement indemnification should be provided to you have a position on what indemnification should be provided to you have a position on what indemnification should be provided to you have a position on what indemnification should be provided to you have a position on what indemnification should be provided to you have a position on what indemnification should be provided to you have a position on what indemnification should be provided to you have a position on what indemnification should be provided to you have a position on what indemnification should be provided to be BellSouth in the two CLPs split a line within the BellSouth all newthin the BellSouth as is simply that since ver not a party to be formed to be indemnification should be provided to be indemnification should be provided to BellSouth in the BellSouth as provided to be before the bellSouth in the Well and whoever else they're choosing to split a line within the would result in them Well and whoever else they're choosing to split a						
sometimes been a number of issues 1 believe the shortest is probably in the for our probably in the full-time, but, you know, to work through, and the longest has been in the 12 to 18 month time frame, again not full-time but just as we worked through the negotiations Page 119 Congo was it as long as a year in some mistances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Ord BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Congo was it as long as a year in some able to negotiate for a while, so that causes time to pass Ord BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Congo was it as long as a year in some able to negotiate for a while, so that causes time to pass Ord BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Congo was it as long as a year in some able to negotiate for a while, so that causes time to pass Ord BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Congo was it as long as a year in some able to negotiate for a while, so that causes time to pass Ord BellSouth network? A The position that have and BellSouth has a line with in the choosing to split a line with well like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Ord they are year-and-a-half, yes Sometimes the don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Ord they are year-and-a-half, yes Sometimes the don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be i						
believe the shortest is probably in the four to six week time frame, not full-time, but, you know, to work through, and the longest has been in the 12 to 18 month time frame, again not full-time but just as we worked through the negotiations Page 119 Q We're back on the record Mr Fogle, do you have a position on what indemnification should be provided to BellSouth in two CLPs split a line within the BellSouth network? A The position that I have and BellSouth has is simply that since we're not a party to those third-party agreements between a CLP and whoever else they re choosing to split a line within the BellSouth network? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entrities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about?				ı		
four to six week time frame, not full-time, but, you know, to work through, and the longest has been in the 12 to 18 month time frame, again not full-time but just as we worked through the negotiations. Page 119 those third-party agreements between a CLP and whoever else they're choosing to split a line within the BellSouth has is simply that since we're not a party to those third-party agreements between a CLP and whoever else they're choosing to split a line with, we'd like to not we'd like to be indeminified for whatever those agreements that require them not to be able to negotiate for a while, so that causes time to pass of the agreement? Q Is it your understanding that BellSouth would not perform any bridge tap removal not evered in your bullets one, two. three prior to the signing of such an agreement? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement are we talking about? M R CULPEPPER Object to the form of the question What agreement agreement to agreement within the process of incomplete the what your meaning is available, they have options Either some				1		
full-time, but, you know, to work through, and the longest has been in the 12 to 18 bellSouth has is simply that since were not a party to Page 121 those third-party agreements between a CLP and whoever else they re choosing to split a line within the bellSouth has is simply that since were not a party to Page 121 those third-party agreements between a CLP and whoever else they re choosing to split a line within the BellSouth has is simply that since were not a party to Page 121 those third-party agreements between a CLP and whoever else they re choosing to split a line within the bellowth in the BellSouth has is simply that since were not a party to those third-party agreements between a CLP and whoever else they re choosing to split a line within the BellSouth has is simply that since were not a party to those third-party agreements betwe					Q We're back on the record Mr Fogle, do	
and the longest has been in the 12 to 18 month time frame, again not full-time but just as we worked through the negotiations Page 119 Q So was it as long as a year in some instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that able to negotiate for a while, so that sugaring of the agreement? Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement talt hose again not full-time but just as we worked through the not to learn the bellSouth in two CLPs split a line within the BellSouth network? A The position that I have and BellSouth has is simply that since we're not a party to those third-party agreements between a CLP and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Q And you'd like the Joint Petitioners to indemnify BellSouth? A Yes Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of limitabilities excluded that the labilities created to third parties that the Joint Petitioners may enter into agreement within the process of incomplete the process of into the proposed would have to be done A If a CLP wants a service to be performed proto a separate agreement is available, they have options Either some						
and the longest has been in the 12 to 18 month time frame, again not full-time but just as we worked through the negotiations Page 119 Q So was it as long as a year in some instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that able to negotiate for a while, so that subject to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement talking about the surface in the page 14 or year. A The position that I have and BellSouth has is simply that since we're not a party to those third-party agreements between a CLP and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whate or poportunity to represent a limbilities that would result in them 'We don't have an opportunity to rehousing to split a line within the BellSouth has is simply that since we're not a party to those third-party agreements between a CLP and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whate to be indemnified for whate to be indemnified for whate to be indemnified for whate one proportunity to represent BellSouth's interests in those agreements so we'd like to be indemnified from them so we'd like to be indemnified from them so we'd like to be indemnified from them so we'd like the Joint Petitioners to indemnifie BellSouth'? Yes Would you'd like the Joint Petitioners to indemnifie BellSouth's just simply requesting that its limitation of limitabilities exclude the Habilities exclude the Joint Petitioners may enter into agreement within the process of incomplete the proposed would have to be done and		full-time, but, you know, to work through,		21	indemnification should be provided to	
month time frame, again not full-time but just as we worked through the negotiations Page 119 Q So was it as long as a year in some instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth not covered in your bullets one, two. three prior to the signing about? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR SJOYCE The separate agreement tare we talking about? A If a CLP wants a service to be performed page tap ron to a separate agreement is a volud not perior of a separate agreement are we tare the page tap ron to a separate agreement is a volud not perior of the separate agreement tare we talking about? The proof to the separate agreement tare we talking about? The proof to a separate agreement is a volud have to be done that he's proposed would have to be done that he's proposed would have to be done talking about? Each of the proof to a separate agreement is available, they have options Either some talking about? The proof to a separate agreement is available, they have options Either some talking about? The proof to a separate agreement is available, they have options Either some talking about the proof to a separate agreement is available, they have options Either some talking about? The proof to a separate agreement is available, they have options Either some talking about the proof to a separate agreement is available, they have options Either some talking about? The proof to a separate agreement is available, they have options Either some talking about the proof to a separate agreement is available, they have options Either some talking the proof to a separate agreement is available, they have options Either some talking the proof to a separate agreement is available, they have options Either some talking the proof t		and the longest has been in the 12 to 18		22		
Just as we worked through the negotiations Page 119 Q So was it as long as a year in some instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two. three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement are we taking about? A If a CLP wants a service to be performed the prior to a separate agreement is a sumply that since we're not a party to a separate agreement are we talking about? Page 119 A The position that I have and BellSouth is simply that since we're not a party to those third-party agreements between a CLP and whoever else they 're choosing to split a line with or hose third-party agreements between a CLP and whoever else they 're choosing to split a line with we'd like to not we'd like to be indemnified for whatever those agreements are from any potential habilities that would result in them 'We don't have an opportunity to represent the same with a line that would result in them 'We don't have an opportunity to represent to represent them to progression and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to ELP and whoever else they 're choosing to Else they 're choosing to Else they in them or habour to be don' to be after the took in dwhoever else they 're choosi		month time frame, again not full-time but	į	23		
25 is simply that since we're not a party to Page 119 1 Q So was it as long as a year in some instances? 2 and whoever else they're choosing to split a line with, we'd like to not we'd like to other companies have extenuating 4 to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent 8 DellSouth perform any other requested work for these entities prior to the signing of the agreement? 3 Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? 4 No 11 12 Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two. 14 15 those third-party agreements between a CLP and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent 8 BellSouth's interests in those agreements, so we'd like to be indemnified from them 10 Q And you'd like the Joint Petitioners to indemnify BellSouth? 12 A Yes 13 Q Would you please turn to page 14 of your testimony? And at lines 14 to 16, you stablished that the limitation of habilities extend to third parties that the Joint Petitioners may enter into agreement? 16 Inabilities extend to third parties that the Joint Petitioners may enter into agreement? 18 of the question What agreement are we agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within the process of agreement within	24			24	A The position that I have and BellSouth has	
Page 119 1 Q So was it as long as a year in some instances? 2 and whoever else they're choosing to split a line with, we'd like to not we'd like other companies have extenuating 4 to be indemnified for whatever those circumstances that require them not to be 5 agreements are from any potential able to negotiate for a while, so that 6 liabilities that would result in them 'We don't have an opportunity to represent 8 BellSouth perform any other requested work for these entities prior to the signing of the agreement? 10 Q And you'd like to be indemnified from them signing of the agreement? 11 A No 11 Indemnify BellSouth 12 Q Is it your understanding that BellSouth 12 A Yes 13 would not perform any bridge tap removal 14 not covered in your bullets one, two, 15 three prior to the signing of such an agreement? 16 agreement? 17 MR CULPEPPER Object to the form 18 of the question What agreement are we 19 talking about? 19 agreement within the process of 19 agreement within the process of 19 agreement within the process of 19 cestablishing line splitting service On 19 that he's proposed would have to be done 21 line 15, should that be with in, two sparate words? Just to clarify further what your meaning is 24 A Yes 25 prior to a separate agreement is 23 what your meaning is 24 A Yes 25 prior to a separate agreement is 23 what your meaning is 24 A Yes 25 prior to a separate agreement is 24 available, they have options Either some 24 A Yes 25 prior to a separate agreement is 26 prior to a separate agreement is 27 and whoever else they tree does not the form a line with, we'd like to be one 24 and whoever else they're choosing to split a to be indemnified for whatever those agreements are from any potential to be indemnified for whatever those agreements are from any potential to be indemnified for whatever those agreements are from any potential to be indemnified for whatever those agreements are from any potential to be indemnified for whatever those agreements are from any potential to be indemnified for whatever tho	25	negotiations		25		
1 those third-party agreements between a CLP and whoever else they're choosing to split a line with, we'd like to not we'd like to other companies have extenuating 4 to be indeminfied for whatever those circumstances that require them not to be able to negotiate for a while, so that causes time to pass 7 don't have an opportunity to represent 8 Disputh's interests in those agreements, work for these citrities prior to the signing of the agreement? 8 would not perform any bridge tap removal 13 would not perform any bridge tap removal 14 not covered in your bullets one, two. 15 three prior to the signing of such an agreement? 16 MR CULPEPPER Object to the form 17 MR CULPEPPER Object to the form 18 of the question What agreement are we talking about? 19 MS JOYCE The separate agreement talking about? 19 agreement within the process of the separate agreement 18 of LP wants a service to be performed 22 prior to a separate agreement 18 available, they have options Either some 19 available, they have options Either some 21 those third-party agreements between a CLP and whoever else they re choosing to split a line with, we'd like to loot we'd like to be indeminfied for whatever those agreements as a line with, we'd like to not we'd like to be indeminfied for whatever those a line with, we'd like to be nedeminfied for whatever those a line with, we'd like to be nedeminfied for whatever those a line with, we'd like to be nedeminfied for whatever those a line with, we'd like to be indeminfied for whatever those agreements as the building about a line with would result in them 'We don't have an opportunity to represent 8 BellSouth's interests in those agreements as the building interests in those agreements as the building interests in those agreements a liabilities that would result in them 'We don't have an opportunity to represent 8 BellSouth's interests in those agreements a liabilities hat would result in them 'We don't have an opportunity to represent 9 a liabilities and liabilities and liabilities and liabi	<u> </u>					
1 those third-party agreements between a CLP and whoever else they're choosing to split a line with, we'd like to not we'd like to other companies have extenuating 4 to be indeminfied for whatever those circumstances that require them not to be able to negotiate for a while, so that causes time to pass 7 don't have an opportunity to represent 8 Disputh's interests in those agreements, work for these citrities prior to the signing of the agreement? 8 would not perform any bridge tap removal 13 would not perform any bridge tap removal 14 not covered in your bullets one, two. 15 three prior to the signing of such an agreement? 16 MR CULPEPPER Object to the form 17 MR CULPEPPER Object to the form 18 of the question What agreement are we talking about? 19 MS JOYCE The separate agreement talking about? 19 agreement within the process of the separate agreement 18 of LP wants a service to be performed 22 prior to a separate agreement 18 available, they have options Either some 19 available, they have options Either some 21 those third-party agreements between a CLP and whoever else they re choosing to split a line with, we'd like to loot we'd like to be indeminfied for whatever those agreements as a line with, we'd like to not we'd like to be indeminfied for whatever those a line with, we'd like to be nedeminfied for whatever those a line with, we'd like to be nedeminfied for whatever those a line with, we'd like to be nedeminfied for whatever those a line with, we'd like to be indeminfied for whatever those agreements as the building about a line with would result in them 'We don't have an opportunity to represent 8 BellSouth's interests in those agreements as the building interests in those agreements as the building interests in those agreements a liabilities that would result in them 'We don't have an opportunity to represent 8 BellSouth's interests in those agreements a liabilities hat would result in them 'We don't have an opportunity to represent 9 a liabilities and liabilities and liabilities and liabi						
2 instances? 3 A Year, year-and-a-half, yes Sometimes the 4 other companies have extenuating 5 circumstances that require them not to be 6 able to negotiate for a while, so that 7 causes time to pass 8 Q Did BellSouth perform any other requested 9 work for these entities prior to the 10 signing of the agreement? 11 A No 12 Q Is it your understanding that BellSouth 13 would not perform any bridge tap removal 14 not covered in your bullets one, two, 15 three prior to the signing of such an 16 agreement? 17 MR CULPEPPER Object to the form 18 of the question What agreement are we 19 talking about? 10 MS JOYCE The separate agreement 11 talking about? 12 and whoever else they re choosing to split 13 a line with, we'd like to not we'd like 14 to be indemnified for whatever those 15 agreements are from any potential 16 liabilities that would result in them 'We 17 don't have an opportunity to represent 18 BellSouth's interests in those agreements, 29 so we'd like to be indemnified from them 29 and whoever else they re choosing to split 20 aline with, we'd like to be indemnified for whatever those 20 and whoever else they re choosing to split 21 to be indemnified for whatever those 22 and whoever else they re choosing to split 23 a line with, we'd like to be indemnified for whatever those 24 and whoever else they re choosing to split to be indemnified for whatever those 25 aline with, we'd like to be indemnified for whatever those 26 aline with in, we'd like to be indemnified for whatever those 27 and whoever else they re choosing to be performed to be indemnified for whatever those 28 and whoever else they re choosed a line like to be indemnified for whatever those 29 agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent when would have in them 'We don't have an opportunity to represent a specific to be performed to the point and result in them 'We don't have an opportunity to represent a specific to be indemnified for whatevold file believed to be indemnif			Page 119		,	Page 121
A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? Q Is it your understanding that BellSouth not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement available, they have options Either some a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential to be indemnified for whatever those agreements are from any potential labilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified for whatever those agreements are from any potential labilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified for whatever those agreements are from any potential labilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified for whatever those agreements are from any potential labilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified for whatever those agreements are from any potential labilities that would result in them 'We don't have an opportunity to represent BellSouth' A Yes Q Would you please turn to page 14 of your testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, you testimony? An	1	Q So was it as long as a year in some	Page 119	1	those third-party agreements between a CLP	Page 121
other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? I A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement agreement MB JOYCE The separate agreement that he's proposed would have to be done that he's proposed would have to be done Interest in those agreement are we agreement within the process of the Joint Petitioners may enter into agreement within the process of the Joint Petitioners may enter into agreement within the process of the Joint Petitioners may enter into agreement within the process of the Joint Petitioners may enter into agreement within the process of the Joint Petitioners may enter into agreement within the process of that he's proposed would have to be done If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some			Page 119			Page 121
circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MR JOYCE The separate agreement that he's proposed would have to be done Indicate the prior to a separate agreement is agreements are from any potential habilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Q And you'd like the Joint Petitioners to indemnify BellSouth? A Yes Q Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of habilities extend to third parties that the Joint Petitioners may enter into agreement within the process of a	2	instances'	Page 119	2	and whoever else they're choosing to split	Page 121
able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two. It will the prior to the signing of such an agreement? AR CULPEPPER Object to the form of the question What agreement are we talking about? MR JOYCE The separate agreement that he's proposed would have to be done A If a CLP wants a service to be performed prior to a separate agreement is all inabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Q And you'd like the Joint Petitioners to indemnify BellSouth? A Yes Q Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of sestablishing line splitting service On that he's proposed would have to be done A If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some	2 3	instances? A Year, year-and-a-half, yes Sometimes the	Page 119	2 3	and whoever else they're choosing to split a line with, we'd like to not we'd like	Page 121
causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done A If a CLP wants a service to be performed prior to a separate agreement is A No It don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them It Q And you'd like the Joint Petitioners to indemnify BellSouth? A Yes It Q Would you please turn to page 14 of your testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16 you testimony? A yes	2 3 4	instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating	Page 119	2 3 4	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those	Page 121
8 Q Did BellSouth perform any other requested 9 work for these entities prior to the 10 signing of the agreement? 11 A No 12 Q Is it your understanding that BellSouth 13 would not perform any bridge tap removal 14 not covered in your bullets one, two. 15 three prior to the signing of such an 16 agreement? 17 MR CULPEPPER Object to the form 18 of the question What agreement are we talking about? 19 MS JOYCE The separate agreement that he's proposed would have to be done 20 A If a CLP wants a service to be performed 21 prior to a separate agreement is 24 available, they have options Either some 10 Q And you'd like the Joint Petitioners to indemnify BellSouth? 12 A Yes 13 Q Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of establishing line splitting service On line 15, should that be with in, two separate words? Just to clarify further what your meaning is 24 A Yes	2 3 4 5	A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be	Page 119	2 3 4 5	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential	Page 121
work for these entities prior to the signing of the agreement? 11 A No 12 Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two. 13 Would not perform any bridge tap removal not covered in your bullets one, two. 14 If a CULPEPPER Object to the form of the question What agreement are we talking about? 18 Of the question What agreement are we talking about? 19 MS JOYCE The separate agreement that he's proposed would have to be done 21 If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some 10 Q And you'd like the Joint Petitioners to indemnify BellSouth? 12 A Yes 13 Q Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of habilities extend to third parties that the Joint Petitioners may enter into establishing line splitting service On line 15, should that be with in, two separate words? Just to clarify further what your meaning is available, they have options Either some	2 3 4 5 6	instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that	Page 119	2 3 4 5 6	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We	Page 121
signing of the agreement? 10 Q And you'd like the Joint Petitioners to indemnify BellSouth? 11 A No 12 Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two. 13 Would not perform any bridge tap removal not covered in your bullets one, two. 14 testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of habilities extend to third parties that the Joint Petitioners may enter into agreement within the process of stalking about? 15 MR CULPEPPER Object to the form of the question. What agreement are we talking about? 18 MS JOYCE The separate agreement that he's proposed would have to be done 21 Im 15, should that be with in, two separate words? Just to clarify further 23 what your meaning is 24 A Yes.	2 3 4 5 6 7	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass	Page 119	2 3 4 5 6 7	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent	Page 121
11 A No 12 Q Is it your understanding that BellSouth 13 would not perform any bridge tap removal 14 not covered in your bullets one, two. 15 three prior to the signing of such an 16 agreement? 17 MR CULPEPPER Object to the form 18 of the question What agreement are we 19 talking about? 10 MS JOYCE The separate agreement 11 indemnify BellSouth? 12 A Yes 13 Q Would you please turn to page 14 of your 14 testimony? And at lines 14 to 16, you 15 state that BellSouth is just simply 16 requesting that its limitation of 17 Itabilities extend to third parties that 18 the Joint Petitioners may enter into agreement within the process of establishing line splitting service On 19 that he's proposed would have to be done 20 A If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some 21 Either some 22 A Yes	2 3 4 5 6 7 8	instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested	Page 119	2 3 4 5 6 7 8	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements.	Page 121
12 Q Is it your understanding that BellSouth 13 would not perform any bridge tap removal 14 not covered in your bullets one, two. 15 three prior to the signing of such an 16 agreement? 17 MR CULPEPPER Object to the form 18 of the question What agreement are we 19 talking about? 20 MS JOYCE The separate agreement 21 that he's proposed would have to be done 22 A If a CLP wants a service to be performed 23 prior to a separate agreement is 24 available, they have options Either some 12 A Yes 13 Q Would you please turn to page 14 of your 14 testimony? And at lines 14 to 16, you 15 state that BellSouth is just simply 16 requesting that its limitation of 17 habilities extend to third parties that 18 the Joint Petitioners may enter into 29 agreement within the process of 20 cstablishing line splitting service On 21 line 15, should that be with in, two 22 separate words? Just to clarify further 23 what your meaning is 24 A Yes	2 3 4 5 6 7 8 9	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the	Page 119	2 3 4 5 6 7 8 9	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them	Page 121
would not perform any bridge tap removal not covered in your bullets one, two. three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done A If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some 13 Q Would you please turn to page 14 of your testimony? And at lines 14 to 16, you testimony? And at lines 14 to 16, yo	2 3 4 5 6 7 8 9	instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement?	Page 119	2 3 4 5 6 7 8 9	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Q. And you'd like the Joint Petitioners to	Page 121
not covered in your bullets one, two. three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done 22 A If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some 14 testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of habilities extend to third parties that the Joint Petitioners may enter into agreement within the process of establishing line splitting service. On line 15, should that be with in, two separate words? Just to clarify further what your meaning is available, they have options Either some.	2 3 4 5 6 7 8 9 10	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these criticis prior to the signing of the agreement? A No	Page 119	2 3 4 5 6 7 8 9 10	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Q. And you'd like the Joint Petitioners to indemnify BellSouth'?	Page 121
three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done A If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some 15 state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of cestablishing line splitting service. On 21 line 15, should that be with in, two 22 separate words? Just to clarify further 23 what your meaning is 24 A Yes	2 3 4 5 6 7 8 9 10 11 12	instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth	Page 119	2 3 4 5 6 7 8 9 10 11	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes	Page 121
agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some 16 requesting that its limitation of liabilities extend to third parties that 18 the Joint Petitioners may enter into agreement within the process of cestablishing line splitting service On 21 line 15, should that be with in, two 22 separate words? Just to clarify further 23 what your meaning is 24 A Yes	2 3 4 5 6 7 8 9 10 11 12 13	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal	Page 119	2 3 4 5 6 7 8 9 10 11 12 13	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your	Page 121
MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done that he's proposed would have to be performed prior to a separate agreement is available, they have options Either some 17 habilities extend to third parties that the Joint Petitioners may enter into agreement within the process of cestablishing line splitting service On that he's proposed would have to be done 21 line 15, should that be with in, two 22 separate words? Just to clarify further 23 what your meaning is 24 A Yes	2 3 4 5 6 7 8 9 10 11 12 13 14	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two.	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony. And at lines 14 to 16, you	Page 121
of the question. What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done that he's proposed would have to be performed prior to a separate agreement to the process of the separate agreement to the process of the process o	2 3 4 5 6 7 8 9 10 11 12 13 14 15	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony. And at lines 14 to 16, you state that BellSouth is just simply.	Page 121
18 of the question. What agreement are we 19 talking about? 20 MS JOYCE The separate agreement 21 that he's proposed would have to be done 22 A If a CLP wants a service to be performed 23 prior to a separate agreement is 24 available, they have options. Either some 25 prior to a separate agreement is 26 the Joint Petitioners may enter into agreement within the process of agreemen	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement?	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them 'We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony'? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of	Page 121
talking about? MS JOYCE The separate agreement that he's proposed would have to be done that he's proposed would have to be performed A If a CLP wants a service to be performed prior to a separate agreement is available, they have options Either some 19 agreement within the process of 20 establishing line splitting service. On 21 line 15, should that be with in, two 22 separate words? Just to clarify further 23 what your meaning is 24 A Yes	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that	Page 121
20 MS JOYCE The separate agreement 21 that he's proposed would have to be done 22 A If a CLP wants a service to be performed 23 prior to a separate agreement is 24 available, they have options Either some 20 establishing line splitting service. On 21 line 15, should that be with in, two 22 separate words? Just to clarify further 23 what your meaning is 24 A Yes	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question. What agreement are we	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony. And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into	Page 121
that he's proposed would have to be done 2 A If a CLP wants a service to be performed 2 prior to a separate agreement is 2 available, they have options Either some 2 line 15, should that be with in, two 2 separate words? Just to clarify further 2 what your meaning is 2 A Yes	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question. What agreement are we talking about?	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony. And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into	Page 121
22 A If a CLP wants a service to be performed 23 prior to a separate agreement is 24 available, they have options Either some 25 Separate words? Just to clarify further 26 what your meaning is 27 A Yes	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question What agreement are we talking about? MS JOYCE The separate agreement	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of	Page 121
23 prior to a separate agreement is 24 available, they have options Either some 23 what your meaning is 24 A Yes	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question. What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done.	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony. And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of establishing line splitting service.	Page 121
24 available, they have options Either some 24 A Yes	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question. What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done. A If a CLP wants a service to be performed.	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of establishing line splitting service. On line 15, should that be with in, two	Page 121
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question. What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done. A If a CLP wants a service to be performed.	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of establishing line splitting service. On line 15, should that be with in, two separate words? Just to clarify further.	Page 121
The state of the s	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question. What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done. A If a CLP wants a service to be performed prior to a separate agreement is	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony? And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of establishing line splitting service. On line 15, should that be with in, two separate words? Just to clarify further what your meaning is	Page 121
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Instances? A Year, year-and-a-half, yes Sometimes the other companies have extenuating circumstances that require them not to be able to negotiate for a while, so that causes time to pass Q Did BellSouth perform any other requested work for these entities prior to the signing of the agreement? A No Q Is it your understanding that BellSouth would not perform any bridge tap removal not covered in your bullets one, two, three prior to the signing of such an agreement? MR CULPEPPER Object to the form of the question. What agreement are we talking about? MS JOYCE The separate agreement that he's proposed would have to be done. A If a CLP wants a service to be performed prior to a separate agreement is available, they have options.	Page 119	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	and whoever else they're choosing to split a line with, we'd like to not we'd like to be indemnified for whatever those agreements are from any potential liabilities that would result in them. We don't have an opportunity to represent BellSouth's interests in those agreements, so we'd like to be indemnified from them. Q. And you'd like the Joint Petitioners to indemnify BellSouth'? A. Yes. Q. Would you please turn to page 14 of your testimony. And at lines 14 to 16, you state that BellSouth is just simply requesting that its limitation of liabilities extend to third parties that the Joint Petitioners may enter into agreement within the process of establishing line splitting service. On line 15, should that be with in, two separate words. Just to clarify further what your meaning is	Page 121

				· · · · · · · · · · · · · · · · · · ·	
1 1		Page 122			Page 124
	understanding that Joint Petitioners are.		1	A I believe the Commission could put an	
2	at this time, unwilling to indemnify		2	order in that would require us to violate	
3	BellSouth entirely?		3	our tariffs I don't know whether or not	
4	A That's my understanding, yes		4	our tariffs carry the weight of law or	
5	Q Sitting here today, what is the level of		5	not I believe they are agreed to by the	
6	indemnification that you think is		6	FCC	
7	appropriate when two CLP lines split in		7	Q Do you know whether a failure to comport	
8	your network?		8	with a tariff provision is a violation of	
9	A The level of indemnification between the		9	the law?	
10	CLPs or to BellSouth or		10	A I believe that it is	
11	Q To BellSouth		11	Q Does BellSouth write its tariffs?	
12	A We're simply looking for the level of		12	A Yes, we do	
13	indemnification that we have with		13	Q From time to time, does BellSouth amend	
14	these with the CLPs that we negotiate		14	its tariffs'	
15	with not be extended to the whoever		15	A Yes, we do	
16	they're negotiating with I mean, we're		16	Q Has BellSouth ever amended its federal	
17	not looking for additional we do not		17	tariff regarding DSL	
18	expect to assume or meur additional	1	18	A Yes	
19	liability as a result of independent		19	Q transport services?	
20	agreements that CLPs reach amongst		20	A Yes, we have	
21	themselves that we're not a party to We		21	Q Would BellSouth be unwilling to amend its	
22	just simply can't accept additional		22	federal DSL tariff in order to comply with	
23	hability as a result of that		23	an order of the North Carolina Utilities	
24	Q Would you, for example, think it		24	Commission'	
25	appropriate that BellSouth be indemnified		25	MR CULPEPPER Object to the form	
-					
١.		Page 123			Page 125
1	for damages that arise out of one of those		l	of the question	ŭ
2	CLP actions as they perform line		2	A I'm not sure Can you rephrase that	
3	splitting'		3	question for me'?	
4	A Yes		4	Q I'll state it in another version that	
5	Q And are you familiar with the term		5	might make more sense	
6	proximate cause'		6	A That would be fine	
7	A No. I'm not		7	O 11/2 11 D 110 1	
	() Could you ploose turn to make 15 of		/	Q Would BellSouth amend its tariff in order	
8	Q Could you please turn to page 15 of your		8	Q Would BellSouth amend its tariff in order to comport with an order of the state	
9	testimony? And you state at lines 12 to	:			
9	testimony? And you state at lines 12 to 17 essentially that the North Carolina	:	8	to comport with an order of the state	
9 10 11	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that	=	8	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case?	
9 10 11 12	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter		8 9 10	to comport with an order of the state commission? A No not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction And state	
9 10 11 12 13	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its		8 9 10 11 12 13	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction And state rules and state orders are altered	
9 10 11 12 13 14	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would		8 9 10 11 12 13 14	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction And state rules and state orders are altered	
9 10 11 12 13 14 15	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to		8 9 10 11 12 13 14 15	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the ease? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs.	
9 10 11 12 13 14 15 16	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of	9	8 9 10 11 12 13 14 15 16	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the ease? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs.	
9 10 11 12 13 14 15 16 17	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see		8 9 10 11 12 13 14 15	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements.	
9 10 11 12 13 14 15 16 17 18	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see that?		8 9 10 11 12 13 14 15 16	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements and other types of documents and rules and	
9 10 11 12 13 14 15 16 17 18 19	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see that? A. Yes, I do		8 9 10 11 12 13 14 15 16 17	to comport with an order of the state commission? A No, not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements and other types of documents and rules and orders and laws and tariffs that are filed	
9 10 11 12 13 14 15 16 17 18 19 20	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see that? A. Yes, I do. Q. Well, is your position then that it is		8 9 10 11 12 13 14 15 16 17 18	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements and other types of documents and rules and orders and laws and tariffs that are filed within those jurisdictions. It simply	
9 10 11 12 13 14 15 16 17 18 19 20 21	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see that? A. Yes, I do Q. Well, is your position then that it is possible the Commission would enter an		8 9 10 11 12 13 14 15 16 17 18	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements and other types of documents and rules and orders and laws and tariffs that are filed within those jurisdictions. It simply wouldn't make sense for us to allow states.	
9 10 11 12 13 14 15 16 17 18 19 20 21 22	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see that? A. Yes, I do Q. Well, is your position then that it is possible the Commission would enter an order that would require BellSouth to		8 9 10 11 12 13 14 15 16 17 18 19 20	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements and other types of documents and rules and orders and laws and tariffs that are filed within those jurisdictions. It simply wouldn't make sense for us to allow states to make orders that require us to change	
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see that? A. Yes, I do Q. Well, is your position then that it is possible the Commission would enter an order that would require BellSouth to violate the law?		8 9 10 11 12 13 14 15 16 17 18 19 20 21	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements and other types of documents and rules and orders and laws and tariffs that are filed within those jurisdictions. It simply wouldn't make sense for us to allow states to make orders that require us to change our federal tariffs. The main reason.	
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see that? A. Yes, I do Q. Well, is your position then that it is possible the Commission would enter an order that would require BellSouth to violate the law? MR. CULPEPPER. Object to the form		8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the ease? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements and other types of documents and rules and orders and laws and tariffs that are filed within those jurisdictions. It simply wouldn't make sense for us to allow states to make orders that require us to change our federal tariffs. The main reason behind that is that our federal tariff.	
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	testimony? And you state at lines 12 to 17 essentially that the North Carolina Utilities Commission entered an order that required BellSouth to, quote, alter certain practices concerning its FastAccess internet service. It would effectively be ordering BellSouth to violate or alter the express terms of BellSouth's federal tariff. Do you see that? A. Yes, I do Q. Well, is your position then that it is possible the Commission would enter an order that would require BellSouth to violate the law?		8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	to comport with an order of the state commission? A No. not a federal tariff Q And why would that be the case? A It's a matter of jurisdiction. And state rules and state orders are altered best like you say, to comport with those rules is done through state tariffs and state-based interconnection agreements and other types of documents and rules and orders and laws and tariffs that are filed within those jurisdictions. It simply wouldn't make sense for us to allow states to make orders that require us to change our federal tariffs. The main reason.	

1 2	federal tariff, it affects multiple states' outcome, not just the particular	Page 126	1 2	action against us since we are complying with the state's order. We've also filed	Page 128
3	state that has given us this order		3	for emergency petition for relief with the	
4	Q Is it ever the case that your federal		4	FCC to specifically address the	
5	tariff has provisions specific to		5	jurisdictional issues and the overlapping	
6	individual states?		6	issues between the state and the federal	
8	A I believe it probably does in various places. There are some cases I know		7	rules	
9	with pricing particularly, they specify		8 9	Q To your knowledge, have any BellSouth	
10	particular marketplaces where we have		10	personnel been in communication with the FCC regarding the possibility that	
11	what's called pricing flexibility Those		lii	BellSouth is out of compliance with its	
12	don't exist in all locations, all states		12	federal tariff as regards to the states of	
13	So I believe there are state-specific		13	Georgia and Louisiana?	
14	rules in some of our federal tariffs		14	A I don't know	
15	Q And you've testified earlier that certain		15	Q To your knowledge, has BellSouth ever	
16	commissions have ordered BellSouth to		16	provided DSL service on a retail basis	
18	continue to provide DSL over a loop that is in use by a CLP—Do you recall that?		17 18	over a UNE loop or a UNE-P facility in North Carolina?	
19	A That is correct		19	A I believe approximately three or four	
20	Q And do you know whether strike that		20	years ago, there was an ordering mistake	
21	Do you know how BellSouth came		21	or an edit that was missing in some of our	
22	into compliance with those orders?		22	ordering systems that allowed for the	
23	A Yes. I do		23	accidental provisioning of DSL service on	
24 25	Q And how did it come into compliance?		24	at the time only a handful, a few hundred	
23	A In Florida, we were ordered to provide our		25	circuits region wide, of which I would	
		Page 127			
1	DSL service on a separate facility. So we	1 age 127	ı	assume some of them were North Carolina	Page 129
2 3	developed a process to do that The		2	Q Do you know how many circuits were	
	separate facility is purchased or put in		3	involved?	
4	place by BellSouth and does not violate		4	A I think it it's maximum amount,	
5	our federal tariff In Georgia and		5	approximately 700	
6 7	Louisiana well, I'll move actually,		6	Q Is it your position that because of that	
8	Kentucky is easier You want to talk about next		7 8	accidental provisioning that you	
9	In Kentucky, we're doing our DSL		9	described, BellSouth was out of compliance with its federal tariff?	
10	service or we maintain our DSL service	ļ	10	A Yes, we were	
11	over a resold line. A resold line is, by		11	Q Were any penalties imposed by the FCC as a	
12	definition, a telephone company provided		12	result of that situation?	
13	exchange line facility So, again, we're		13	A No. there were not	
14 15	not in violation of our federal tariff		14	Q What, if anything, did BellSouth do to	ĺ
	In Louisiana and Georgia, we were		15	remedy the situation?	ŀ
1.16	required to put our DSL service on the	I		m vvv Lille litel approach well tool	
16 17	required to put our DSL service on the		16 17	A We Our first approach well, took	
	required to put our DSL service on the UNE-P facility, same UNE-P facility that		17	actually a three pronged approach. Our	
17 18 19	required to put our DSL service on the UNE-P facility, same UNE-P facility that the CLEC is using That does violate our federal tariff			actually a three pronged approach Our focus was to be as disruptive to	
17 18 19 20	required to put our DSL service on the UNE-P facility, same UNE-P facility that the CLEC is using That does violate our federal tariff Q What, if anything, did BellSouth do to	į	17 18 19 20	actually a three pronged approach. Our	
17 18 19 20 21	required to put our DSL service on the UNE-P facility, same UNE-P facility that the CLEC is using That does violate our federal tariff Q What, if anything, did BellSouth do to address the fact that Georgia and	i	17 18 19 20 21	actually a three pronged approach Our focus was to be as disruptive to provide as little disruption as possible to the end user customers. So our first approach was we talked with the CLECs	
17 18 19 20 21 22	required to put our DSL service on the UNE-P facility, same UNE-P facility that the CLEC is using That does violate our federal tariff Q What, if anything, did BellSouth do to address the fact that Georgia and Louisiana had entered an order that would		17 18 19 20 21 22	actually a three pronged approach Our focus was to be as disruptive to provide as little disruption as possible to the end user customers. So our first approach was we talked with the CLECs whose facilities we were using without	
17 18 19 20 21 22 23	required to put our DSL service on the UNE-P facility, same UNE-P facility that the CLEC is using. That does violate our federal tariff. Q. What, if anything, did BellSouth do to address the fact that Georgia and Louisiana had entered an order that would cause it to violate its federal tariff?		17 18 19 20 21 22 23	actually a three pronged approach Our focus was to be as disruptive to provide as little disruption as possible to the end user customers. So our first approach was we talked with the CLECs whose facilities we were using without their permission. We identified the	
17 18 19 20 21 22	required to put our DSL service on the UNE-P facility, same UNE-P facility that the CLEC is using That does violate our federal tariff Q What, if anything, did BellSouth do to address the fact that Georgia and Louisiana had entered an order that would		17 18 19 20 21 22	actually a three pronged approach Our focus was to be as disruptive to provide as little disruption as possible to the end user customers. So our first approach was we talked with the CLECs whose facilities we were using without	

]		
service on their UNE-Ps. We gave them the	Page 130	1	proven to be smaller and we believe it's	Page 132
to resold lines Some of them chose not		4		
to		5		
At that point, we for those		6		
individual end user customers that the		7		
CLECs had chose not to convert to resold		8	A Yes	
lines, we then contacted the internet		9	Q At page 20 of your testimony, lines 1 and	
service providers of those end users and		10		
let them know that we would no longer be		11	19, you state that BellSouth would have to	
		12	negotiate rates, terms, and conditions for	
			providing provisioning this service	
			with each CLP Do you see that?	
A I don't know exactly what because the			some a negotiating the language	
			that would go into the interconnection	
tariff and also to no longer be using the				
CLECTINE facilities that we did not have				
- Carlo diversities that we did not have		ر کے	with the two to three CLECs, required to	·
	Page 131			Page 133
•]		
Q Did you ever ask permission to use those				
facilities to provide DSL or an also and				
A I don't recall if yo were invited at that			Were the negotiations conducted between	
			A No industrial CLEC is CLP	
		-		
Q To your knowledge, is it more or less than				
what a CLP pays for a UNE line?				
Q Is it more or less than what a CLP pays				
for a UNE-P facility?		18	Utilities Commission has reviewed the	
A I believe it's more, but I'm not certain		19	issue of whether BellSouth should provide	i
on that		20	DSL over a UNE line?	
Q Was there ever a time that BellSouth	ĺ	21	A Yes. I believe the North Carolina	
considered doing DSL over a LINE line?		22	Utilities Commission has reviewed it	
tonsidered doing Dob over a OIVE line.				
A We've considered it a couple of different		23	Q And what is your understanding of their	
A We've considered it a couple of different times over the last several years—It has always—The market opportunity has		23 24 25	Q And what is your understanding of their position or ruling on that issue? A In our 271 proceedings, our 271 case, this	
	At that point, we for those individual end user customers that the CLECs had chose not to convert to resold lines, we then contacted the internet service providers of those end users and let them know that we would no longer be able to provide DSL service. And then once a particular time had gone by, we then disconnected those end users from their DSL service since they were currently being provisioned over a UNE-P line. Q. Did those customers retain their voice service? A. I don't know exactly what because the outcome of the various voice service choices that they made, our interest was entirely was in complying with our FCC tariff and also to no longer be using the CLEC UNE facilities that we did not have. permission to use. Q. Did you ever ask permission to use those facilities? A. No, we did not. Q. Did any CLEC invite you to use its facilities to provide DSL over a loop it was using to provide voice service? A. I don't recall if we were invited at that time to use those facilities. Q. Are you familiar with the monthly recurring rates that a CLP pays to access a resold line? A. I've got limited familiarity with it. Q. To your knowledge, is it more or less than what a CLP pays for a UNE line? A. I believe that it is generally more. Q. Is it more or less than what a CLP pays for a UNE-P facility? A. I believe it's more, but I'm not certain on that	option at that time to convert into resold lines. Several of the CLECs did convert to resold lines. Some of them chose not to. At that point, we for those individual end user customers that the CLECs had chose not to convert to resold lines, we then contacted the internet service providers of those end users and let them know that we would no longer be able to provide DSL service. And then once a particular time had gone by, we then disconnected those end users from their DSL service since they were currently being provisioned over a UNE-P line. Q. Did those customers retain their voice service? A. I don't know exactly what because the outcome of the various voice service choices that they made, our interest was entirely was in complying with our FCC tariff and also to no longer be using the CLEC UNE facilities that we did not have. Page 131 Permission to use. Q. Did you ever ask permission to use those facilities? A. No, we did not. Q. Did any CLEC invite you to use its facilities to provide voice service? A. I don't recall if we were invited at that time to use those facilities. Q. Are you familiar with the monthly recurring rates that a CLP pays to access a resold line? A. I've got limited familiarity with it. Q. To your knowledge, is it more or less than what a CLP pays for a UNE line? A. I believe that it is generally more. Q. Is it more or less than what a CLP pays for a UNE-P facility? A. I believe it's more, but I'm not certain on that. Q. Was there ever a time that BellSouth.	service on their UNE-Ps. We gave them the option at that time to convert into resold lines. Several of the CLECs did convert to resold lines. Some of them chose not to Some of them chose not to Some of them chose not to Some of them chose not to Some of them chose not to Some of them chose not to Some of them chose not to Some of them chose not to Some of them chose not to Some of them chose not to Some of them chose not to Some of So	service on their UNE-Ps. We gave them the option at that time to convert into resold lines. Several of the CLECs did convert to resold lines. Some of them chose not to to At that point, well-for those individual end user customers that the CLECs had chose not to convert to resold lines, we then contacted the internet service providers of those end users and let them know that we would no longer be able to provide DSL service in the once a particular time had gone by we then disconnected those end users from their DSL service and then once a particular time had gone by we then disconnected those end users from their DSL service since they were currently being provisioned over a UNE-P line. Q. Did those customers retain their voice service? A. I don't know exactly what because the outcome of the various voice service choices that they made, our interest was entirely was in complying with our FCC tariff and also to no longer be using the CLEC UNE facilities that we did not have. Pag. 11 permission to use. Q. Did you ever ask permission to use its facilities to provide over service? A. No, we did not. Q. Did you ever ask permission to use its facilities to provide over service? A. Pos, we did not. Q. Did you ever ask permission to use its facilities to provide DSL over a loop it was using to provide vorce service? A. Pos, we did not. Q. Did you ever ask permission to use its facilities to provide DSL over a loop it was using to provide vorce service? A. Pos, we did not. Q. Did any CLEC invite you to use its facilities to provide DSL over a loop it was using to provide vorce service? A. Pos, we did not. Q. Did any CLEC invite you to use its facilities to provide DSL over a loop it was using to provide vorce service? A. Pos, we full me one of the vorce in that determination, is your understanding? A. Pos of them chose did the micron to resolution to resolution to the ordinary with the two to three CLECs, required to the vertice of the vertic of the vertice of the vertice of the vertice of the v

		1		
	Page 134			Page 136
	issue came up repeatedly and included		the exact date	
2	North Carolina And at that time, the	2	Q And what did the petition ask for?	
3	commission quoted the Georgia/Louisiana	3	A Specifically it asked the FCC to address	
1	FCC order that stated specifically	4	and declare once and for all whether we	
5	which stated specifically that the	5	are or are not required to provide our DSL	
6	incumbent CLEC has no obligation to	6	service over a UNE-P so that we would not	
7	provide DSL service over the competitive	7	have to litigate this issue over and over	
8	CLEC lease facilities	8	again in a number of different states. in	
9	Q Are you aware there is arbitration taking	9	a number of different arbitrations, and	
10	place between ATC, Deltacom, and BellSouth	10	then have to deal with the subsequent	
11	in North Carolina?	11	appeals, so that's the reason for the	
12	A Yes	12	emergency relief	
13	Q Do you know whether this issue is	13	Q And when you state at lines 20 to 22 that	
14	contained in that arbitration?	14	in response to this emergency petition.	
15	A I believe that it is	15	all current proceedings are being held in	
16 17	Q Do you know why the North Carolina	16	abevance, awaiting the outcome of the	
18	Commission is reviewing this issue again?	17	FCC's determination on this issue, which	
18	A I do not	18	current proceedings are you referring to'	
20	Q If in North Carolina the Joint Petitioners	19	A I'm referring to the appeals BellSouth	
21	gave BellSouth permission to use their	20	has appealed the various orders in the	
22	these lines, their UNE lines to provide	21	four states that are associated with DSL	
23	DSL service on a retail basis, do you know	22	with UNEs And those appeals have all	
24	whether BellSouth would do so?	23	been are being awaiting the	
25	A Not We would not do so unless ordered	24	outcome of the FCC's determination on this	
23	by the Commission	25	issue for directive	
	Page 135			
1	Q And if you could please turn again to your	1	Q So these appeals were filed in Georgia.	Page 137
2	testimony at page 20 excuse me, page	2	Louisiana, Kentucky, and Florida'	
3	21, line 1 You use the term the	3	A In the appropriate appellate jurisdictions	
+	Commission's consultative opinion to the	4	for those, yes	
5	FCC What type of opinion are you	5	Q And did you participate in the briefs that	
6	referring to in that line?	6	were written in those appeals'	
7	A This is an opinion that they entered in	7	A I think I helped develop some of the	
8	support of our 271 application	8	factual bases for those briefs	
9	Q And it's your understanding that that is	9	Q And when were those briefs filed?	
10	called a consultative opinion?		A My recollection is at various times	
11	A That's my understanding, yes	11	through last year, from early in the year	
12	Q Did you participate in the 271 proceeding	12	through the end of the year I don't know	
13	ın North Carolina'	13	exactly when each of them individually	
14	A I believe I filed written testimony I	14	were filed	
15	don't believe I actually appeared in front	15	Q Do you know when the initial request to	1
16	of the Commission	16	appeal the orders were filed?	
17	Q You appeared in front of	17	A I do not I know we put we did our	
18	A I do not believe I appeared in front of	18	request to appeal within the proper time	
19	the Commission, but I do believe I	19	frames that we were the proper windows	
20	provided written testimony	20	we were allowed to appeal, but I don't	
21	Q At page 22 at line 17 to 22, you discuss	21	remember exactly when those dates were	
22	an emergency petition with the FCC When	22	Q If a state commission were to order	
23	was that petition filed, to your	23	BellSouth to perform a task	
24	knowledge ⁹	24	A Uh-huh	
25	A I want to say last fall I don't remember	25	Q would BellSouth endeavor to perform	
			•	1

			Г	
		Page 138		Page 140
1	that task?		1	wholesale DSL service, as we call it
2	A Yes		2	internally But it's essentially the
3	Q Is there any reason that some further		3	federally tariffed DSL service that's
1	consent must be acquired from BellSouth		4	available to internet service providers
5	prior to its complying with the order?		5	Q Is that service provided to CLPs on a
6	A I'm not sure of that question I'm not		6	wholesale basis [?]
7	sure what you're referring to		7	A It's provided to CLPs under the same terms
8	Q Well. I guess to be more clear this		8	and conditions that it's provided to
9	might speed things along		9	anybody else subject to the federal
10	A Uh-huh		10	tariff, so
11	Q If you'd look at Attachment 2, which is		11	Q Who is anybody else?
12	marked as Exhibit 3		12	A Anybody who meets the terms and conditions
13	¹ A Okay		13	of of to have the ability to
14	Q Page 44 Section 3 10 4 This is a		14	purchase services out of our federal
15	section that regards the issue that we're		15	tariff, we're required to provide services
16	talking about		16	to them, whether they be a CLP, an
17	A Yes		17	interexchange carrier, an ISP, an end
18	Q And BellSouth's proposed language begins		18	user We can't discriminate who buys at
19	with a clause, to the extent required by	i	19	the federal tariff level, so we have
20	applicable law Do you see that?		20	all the above buy DSL services out of our
21	A Yes		21	federal tariff to use
22	Q Do you know what that refers to?		22	
23	A I think we're discussing the fact that		23	Q So is it your understanding then that the
24	there are potentially an applicable law		24	DSL service is provided under the same
25	that requires us to do the following			terms and conditions to a CLP as to a
2.7	mat requires us to do the following		25	retail end user')
		Page 139		
1	Q Where is that applicable law found?	rage 139	1	A. To the degree a retail and user wants to
2	A In North Carolina. I don't believe there		2	A To the degree a retail end user wants to
3	is an applicable law that requires us to		3	buy DSL services out of a federal tariff, they can do that It's not very common
4	provide our DSL service for FastAccess		3	uicy cair do mar ar saoi very common
			- 4	
			4	It does happen But ISPs, internet
5	Q So would it is it fair to say that		5	It does happen But ISPs, internet service providers, as well as CLPs all buy
5	Q So would it is it fair to say that applicable law, in your understanding.	!	5 6	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms
5 6 7	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and		5 6 7	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions
5 6 7 8	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of		5 6 7 8	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the
5 6 7 8 9	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section?		5 6 7 8 9	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this?
5 6 7 8 9	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of		5 6 7 8 9	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're
5 6 7 8 9 10	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have		5 6 7 8 9 10	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for
5 6 7 8 9 10 11	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to		5 6 7 8 9 10 11 12	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services
5 6 7 8 9 10 11 12 13	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess		5 6 7 8 9 10 11 12 13	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff?
5 6 7 8 9 10 11 12 13	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in		5 6 7 8 9 10 11 12 13 14	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that
5 6 7 8 9 10 11 12 13 14 15	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana, Georgia, Florida, and Kentucky		5 6 7 8 9 10 11 12 13 14 15	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct
5 6 7 8 9 10 11 12 13 14 15 16	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the		5 6 7 8 9 10 11 12 13 14 15 16	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service?
5 6 7 8 9 10 11 12 13 14 15 16 17	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law?		5 6 7 8 9 10 11 12 13 14 15 16 17	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service? A FastAccess service is a retail internet
5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law? A As it is today, yes		5 6 7 8 9 10 11 12 13 14 15 16 17 18	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service?
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law? A As it is today, yes Q And then this section goes on to say that		5 6 7 8 9 10 11 12 13 14 15 16 17 18	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service? A FastAccess service is a retail internet access service. It's an information service that's provided by BellSouth to
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law? A As it is today, yes Q And then this section goes on to say that BellSouth shall provide its DSL service		5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service? A FastAccess service is a retail internet access service. It's an information service that's provided by BellSouth to retail end users, both consumers and small.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law? A As it is today, yes Q And then this section goes on to say that BellSouth shall provide its DSL service and FastAccess services. Are those two		5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service? A FastAccess service is a retail internet access service. It's an information service that's provided by BellSouth to retail end users, both consumers and small businesses and large businesses. It
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law? A As it is today, yes Q And then this section goes on to say that BellSouth shall provide its DSL service and FastAccess services. Are those two distinct services?		5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service? A FastAccess service is a retail internet access service. It's an information service that's provided by BellSouth to retail end users, both consumers and small.
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law? A As it is today, yes Q And then this section goes on to say that BellSouth shall provide its DSL service and FastAccess services. Are those two distinct services? A Yes, they were		5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service? A FastAccess service is a retail internet access service. It's an information service that's provided by BellSouth to retail end users, both consumers and small businesses and large businesses. It combines information in e-mail and all the
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law? A As it is today, yes Q And then this section goes on to say that BellSouth shall provide its DSL service and FastAccess services. Are those two distinct services? A Yes, they were Q What is DSL service?		5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service? A FastAccess service is a retail internet access service. It's an information service that's provided by BellSouth to retail end users, both consumers and small businesses and large businesses. It combines information in e-mail and all the internet protocol activity and support and
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q So would it is it fair to say that applicable law, in your understanding, would be the orders from Georgia and Louisiana? Would those be a repository of applicable law for this section? A The only requirement that I'm aware of that legal requirement that we have had to or forced to or required to provide our DSL service, our FastAccess service to CLPs end users has been in Louisiana. Georgia, Florida, and Kentucky Q So would those orders comprise the applicable law? A As it is today, yes Q And then this section goes on to say that BellSouth shall provide its DSL service and FastAccess services. Are those two distinct services? A Yes, they were		5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	It does happen But ISPs, internet service providers, as well as CLPs all buy out of the same tariff at the same terms and conditions Q Do you know the rates associated with the DSL service referenced in this? A It depends on which DSL service you're talking about, different rates for different services Q And those are all in the tariff? A They're all specified in the tariff, that is correct Q What is FastAccess service? A FastAccess service is a retail internet access service. It's an information service that's provided by BellSouth to retail end users, both consumers and small businesses and large businesses. It combines information in e-mail and all the

	····	Page 142			Page 144
1	FCC as one of its inputs to create an		1	terms, and conditions What would be	Q
2	information service that is sold to the		2	examples of rates, terms, and conditions	
3	end user FastAccess is referred to kind		3	that would need to be separately	
4	of collectively as that group of services		4	negotiated?	
5	that are sold by retail to those end		5	A To a degree, we're ordered to again, it	
6	users		6		
7	Q So is it your understanding that DSL		7	comes back to the applicable law and	
8				what's ordered We simply don't know what	
9	service is, as the FCC uses the term, a		8	the North Carolina Utilities Commission is	
	telecommunication service?		9	going to order But if they were to order	
10	A Yes, that's my understanding		10	us to continue to provide our FastAccess	
11	Q Would it be fair to say then that		П	service or some aspect of our FastAccess	
12	FastAccess takes that telecommunication		12	service, which is non-regulated, our	
13	service and adds what the FCC terms		13	prices and rates and terms and conditions	
14	information services?		14	of that are all subject to commercial	
15	A Yes		15	agreements To the degree we would offer	
16	Q Are the rates different for DSL service		16	those to the CLEC or the CLP, we'd have to	
17	and FastAccess service?		17	negotiate that	
18	A Yes		18	Q If a CLP wanted to obtain DSL service	
19	Q And they're all tariffed?		19	wholesale service, are there rates that	
20	A No DSL services are tariffed		20	would apply other than what's as seen	
21	FastAccess services are not tariffed		21	would apply other than what's in your federal tariff?	
22					
23	Q And why not?		22	A No	
	A Because their information service By		23	Q Do you know what kinds of terms and	
24	definition, there's no tariff requirement		24	conditions are included in your federal	l
25	because it's a competitive marketplace		25	tariff for the wholesale DSL service'	
-					ı
		Purs 1.13		-	7,
1	O And then referring back to this	Page 143	1	A Well we have ordering terms and billing	Page 145
1 2	Q And then referring back to this provision. It goes on to say that these	Page 143	1	A Well, we have ordering terms and billing	Page 145
2	provision It goes on to say that these	Page 143	2	terms, provisioning terms, those types of	Page 145
2 3	provision It goes on to say that these services we were discussing will be	Page 143	2 3	terms, provisioning terms, those types of things. We have expectations that our	Page 145
2 3 4	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P	Page 143	2 3 4	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they	Page 145
2 3 4 5	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops Do you have an understanding as	Page 143	2 3 4 5	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are	Page 145
2 3 4 5 6	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means'?	Page 143	2 3 4 5 6	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff.	Page 145
2 3 4 5 6 7	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the	Page 143	2 3 4 5 6 7	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff	Page 145
2 3 4 5 6 7 8	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the	Page 143	2 3 4 5 6 7 8	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff in the DSL wholesale tariff.	Page 145
2 3 4 5 6 7 8 9	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders.	Page 143	2 3 4 5 6 7	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there hability terms in the tariff in the DSL wholesale tariff? A. Liability terms in terms of expressing.	Page 145
2 3 4 5 6 7 8 9	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia,	Page 143	2 3 4 5 6 7 8 9	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff in the DSL wholesale tariff. A. Liability terms in terms of expressing liability between BellSouth and their.	Page 145
2 3 4 5 6 7 8 9 10	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have	Page 143	2 3 4 5 6 7 8 9	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there hability terms in the tariff in the DSL wholesale tariff? A. Liability terms in terms of expressing.	Page 145
2 3 4 5 6 7 8 9 10 11 12	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must.	Page 143	2 3 4 5 6 7 8 9	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there hability terms in the tariff in the DSL wholesale tariff. A. Liability terms in terms of expressing hability between BellSouth and their customers.	Page 145
2 3 4 5 6 7 8 9 10 11 12 13	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or	Page 143	2 3 4 5 6 7 8 9 10	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there hability terms in the tariff in the DSL wholesale tariff. A. Liability terms in terms of expressing hability between BellSouth and their customers. Q. As between BellSouth and the CLP that's	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or	Page 143	2 3 4 5 6 7 8 9 10 11	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there hability terms in the tariff in the DSL wholesale tariff. A. Liability terms in terms of expressing hability between BellSouth and their customers. Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service.	Page 145
2 3 4 5 6 7 8 9 10 11 12 13	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P.	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff in the DSL wholesale tariff.' A. Liability terms in terms of expressing liability between BellSouth and their customers.' Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff.	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff in the DSL wholesale tariff. A. Liability terms in terms of expressing liability between BellSouth and their customers. Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language.	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff—in the DSL wholesale tariff. A. Liability terms in terms of expressing liability between BellSouth and their customers. Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I don't know exactly where it would be	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff in the DSL wholesale tariff? A. Liability terms in terms of expressing liability between BellSouth and their customers? Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I don't know exactly where it would be. Q. So sitting here, as you read this.	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable law is, we will comply	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there hability terms in the tariff—in the DSL wholesale tariff? A. Liability terms in terms of expressing hability between BellSouth and their customers? Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of hability. I don't know exactly where it would be. Q. So sitting here, as you read this language, can you think of any rates.	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable law is, we will comply. Q. Could this clause mean that these services.	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff—in the DSL wholesale tariff? A. Liability terms in terms of expressing liability between BellSouth and their customers? Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I don't know exactly where it would be. Q. So sitting here, as you read this language, can you think of any rates, terms, and conditions that would not be in	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable law is, we will comply. Q Could this clause mean that these services will be provided over UNE-P as if the	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff in the DSL wholesale tariff? A. Liability terms in terms of expressing liability between BellSouth and their customers? Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I don't know exactly where it would be. Q. So sitting here, as you read this language, can you think of any rates, terms, and conditions that would not be in the tariff that would govern when a CLP.	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable law is, we will comply. Q. Could this clause mean that these services will be provided over UNE-P as if the UNE-P were a UNE loop?	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there hability terms in the tariff in the DSL wholesale tariff. A. Liability terms in terms of expressing hability between BellSouth and their customers. Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of hability. I don't know exactly where it would be. Q. So sitting here, as you read this language, can you think of any rates, terms, and conditions that would not be in the tariff that would govern when a CLP purchases DSL wholesale service from	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable law is, we will comply. Q. Could this clause mean that these services will be provided over UNE-P as if the UNE-P were a UNE loop? A. I don't read it as that way.	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff in the DSL wholesale tariff. A. Liability terms in terms of expressing liability between BellSouth and their customers. Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I don't know exactly where it would be. Q. So sitting here, as you read this language, can you think of any rates, terms, and conditions that would not be in the tariff that would govern when a CLP purchases DSL wholesale service from BellSouth.	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable law is, we will comply. Q. Could this clause mean that these services will be provided over UNE-P as if the UNE-P were a UNE loop? A. I don't read it as that way. Q. And then this section goes on to say that	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff—in the DSL wholesale tariff. A. Liability terms in terms of expressing liability between BellSouth and their customers. Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I don't know exactly where it would be. Q. So sitting here, as you read this language, can you think of any rates, terms, and conditions that would not be in the tariff that would govern when a CLP purchases DSL wholesale service from BellSouth. A. All DSL wholesale services are tariffed.	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable law is, we will comply. Q. Could this clause mean that these services will be provided over UNE-P as if the UNE-P were a UNE loop? A. I don't read it as that way. Q. And then this section goes on to say that BellSouth will provide those two services.	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff—in the DSL wholesale tariff. A. Liability terms in terms of expressing liability between BellSouth and their customers. Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I don't know exactly where it would be. Q. So sitting here, as you read this language, can you think of any rates, terms, and conditions that would not be in the tariff that would govern when a CLP purchases DSL wholesale service from BellSouth. A. All DSL wholesale services are tariffed, so those tariff rules would apply. Our	Page 145
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	provision It goes on to say that these services we were discussing will be provided to a customer for use with UNE-P as loops. Do you have an understanding as to what that clause means? A. I would venture to say that that's not the best written paragraph. I believe the issue there is that the different orders that we have right now between Georgia, Louisiana, Kentucky, and Florida all have different requirements as to how we must continue to provide our DSL services or our FastAccess. And some impact UNE-P, some impact UNE loops. I think they're simply trying to incorporate the language so that depending on what the applicable law is, we will comply. Q. Could this clause mean that these services will be provided over UNE-P as if the UNE-P were a UNE loop? A. I don't read it as that way. Q. And then this section goes on to say that	Page 143	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	terms, provisioning terms, those types of things. We have expectations that our customers pay us for those services they order, that types of thing. Those are covered in the tariff. Q. Are there liability terms in the tariff—in the DSL wholesale tariff. A. Liability terms in terms of expressing liability between BellSouth and their customers. Q. As between BellSouth and the CLP that's purchasing the DSL wholesale service. A. I assume somewhere in the federal tariff there's a discussion of liability. I don't know exactly where it would be. Q. So sitting here, as you read this language, can you think of any rates, terms, and conditions that would not be in the tariff that would govern when a CLP purchases DSL wholesale service from BellSouth. A. All DSL wholesale services are tariffed.	Page 145

		 -	Γ		
.		Page 146			Page 148
	Q Now, you stated that in Georgia and			done in Georgia and Louisiana and	
2	Louisiana, BellSouth took the steps of		2	Kentucky So the process for implementing	
3	establishing agreements with CLPs in order		3	and complying with the order is	
1 4	to comply with the orders of the Georgia		4	different	
5	and Louisiana commissions, is that		5	In Florida, we do we provide	
6	correct?		6	our DSL service actually, sorry In	
7	A That's correct		7	Florida, we were specifically ordered to	
8	Q And do those agreements include terms and		8	continue to provide our FastAccess	
9	conditions that discuss how what the		9	service, so we provide that over a	
10	product is called for purposes of placing		10	separate facility We actually provision	
11	an order')		П	a new loop to the home to provide that	
12	A The terms and conditions that are in the		12	service	
13	interconnection agreement all have to do		13	In Georgia and Louisiana, we're	
14	with access and meeting our obligation as		14	ordered to provide it on the same	
15	required by law. One of the requirements		15	facility, so we facilitate paths on the	
16	is that we have access to the		16	same facility	
17	high-frequency portion of the loop, so we		17	In Kentucky, we do it over a	
18	acquire in the interconnection agreement		18	resold line and then reprice on a monthly	
19	that the CLEC or CLP give us access to the		19	basis the price of that resold line to be	
20	high-frequency portion of the loop at no		20	equivalent to a UNE-P	
21	charge		21	So in each case, the process that	
22	Q And those terms and conditions are		22	we have to go through and the coordination	
23	included in the interconnection agreement?		23	we have to go through with the CLEC is	
24	A They are included in the interconnection		24	different in as a result of the orders	
25	agreements in Georgia and Louisiana and		25	that we have received	
					_
1	Florida I don't know if they are in	Page 147		0.04	Page 149
2	Kentucky		l	Q But as a matter of what BellSouth is able	
3	Q And do those agreements have terms and		2	to perform, regardless of what it's	
4	conditions for how a CLP would order and		3	ordered to do, when a CLEC customer wants	
5	obtain the service that you've been		4	BellSouth DSL, would the means by which	
6	ordered to provide?		5	BellSouth provides DSL to that customer	
7	A In this case, the orders are not for the		6	when that customer is a CLP voice	
8	CLP to order the DSL service or the		7	customer	
9	FastAccess service It's for BellSouth to	-	8	A Uh-huh	
10	continue to provide its DSL service or		9	Q be different in one state as opposed to	
11	FastAccess service to an end user So the		10	another?	
12	CLP itself is not ordering that service		11	A Yes I mean, the means we provide it in	ł
13	So there's no terms or conditions about		12	Florida is over a separate line. In	
14	how they would order the DSL or FastAccess		13	Georgia and Louisiana, it's all the same	
15	service in the interconnection agreement		14	facility as the UNE-P In Kentucky, we	j
16	Q Are the methods and procedures by which		15	provide it over a resold line	
17	BellSouth would provide DSL service to an		16	Q Is it technically feasible for BellSouth	
18	end user under those circumstances		17	to provide DSL over a UNE-P in each of its	j
19	different from state to state in the		18	states'	
20	BellSouth region?		19	A Yes	
21	A Yes		20	Q Is it technically feasible for BellSouth	
22	Q And in what respects are they different?		21	to provide DSL FastAccess over a separate	1
23	A The rules or the orders that we have been		22 23	loop in each of its states'	
24	ordered what we've been ordered to do	ł	23 24	A Yes Q The agreements that were signed in Georgia	
			4	V THE agreements that were signed in Georgia	
25	in Florida is different than what has been	I	25	and Louisiana with the CLPs, are they	l

	Page 150	l		Day 152
1	state specifie'	11	of the question It's been asked and	Page 152
2	A Yes, they are	2		
3			answered, for one thing	
	Q Does BellSouth use the same OSS ordering	3	MS JOYCE His question	
4	systems in each of its states?	4	wasn't His response wasn't	
5	A I believe, yes, we do	5	responsive He said what they are ordered	
6	Q Do you know whether BellSouth has	16	to do, and I just simply asked maybe I	
7	any 251 Section 251 interconnection	7	could be more clear	
8	agreements that include provisions that	8		
9			Q Would the Georgia Commission preclude	
	discuss whether CLP customers may obtain	9	BellSouth from serving a CLP end user	
10	FastAccess?	10	customer over a stand-alone loop for DSL	
11	A I believe that language has been	11	scrvice ⁹	
12	incorporated into interconnection	12	A I don't recall if they specifically	
13	agreements in Florida. Louisiana, and	13	excluded that	
14	Georgia I don't know what's been done in	14	Q Do you know whether the some or all of	
15	Kentucky, but all of those are under	15	the CL De with whom you sound a see	
16	appeal by BellSouth		the CLPs with whom you signed agreements	
		16	in Georgia and Louisiana to implement	
17	Q These were not region-wide Section 251	17	those state orders are present in the	
18	agreements ⁽⁾	18	other BellSouth states?	
19	A No	19	A Many of them have the presence in	
20	Q Has BellSouth ever considered implementing	20	multiple states	
21	what it has been ordered to do in Georgia	21	Q And, to your knowledge, did any of those	
22	in any of its other states?	22	Cl. Po request that Pall Could must be at the	
23	A We have considered what over a UNE-P is		CLPs request that BellSouth implement that	
24	we have considered what over a ONE-P is	23	agreement in any other BellSouth state?	1
	in the general sense from product	24	A I don't know one way or the other if it's	
25	prospective, which is very similar to what	25	been requested	
-		ļ		i
1	· · · · · · · · · · · · · · · · · · ·			
Ì	Page 151			Pag. 153
1	Page 151 was ordered in Georgia, and projected that	1	O Did you participate in the penetrations by	Page 153
	was ordered in Georgia, and projected that	1	Q Did you participate in the negotiations by	Page 153
2	was ordered in Georgia, and projected that from a region-wide perspective. If we	1 2 2	which those agreements were reached?	Page 153
2 3	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia	3	which those agreements were reached? A I participated in negotiations with FDN in	Page 153
2 3 4	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in	3 4	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in	Page 153
2 3 4 5	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as	3 4 5	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia	Page 153
2 3 4 5 6	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have	3 4	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia	Page 153
2 3 4 5 6 7	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere.	3 4 5	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in	Page 153
2 3 4 5 6 7 8	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to	3 4 5 6	which those agreements were reached? A I participated in negotiations with FDN in Florida. I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate.	Page 153
2 3 4 5 6 7	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to	3 4 5 6 7 8	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for	Page 153
2 3 4 5 6 7 8	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one	3 4 5 6 7 8 9	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was	Page 153
2 3 4 5 6 7 8 9	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the	3 4 5 6 7 8 9	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between	Page 153
2 3 4 5 6 7 8 9 10	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other.	3 4 5 6 7 8 9 10	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the	Page 153
2 3 4 5 6 7 8 9 10 11	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth	3 4 5 6 7 8 9 10 11 12	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement?	Page 153
2 3 4 5 6 7 8 9 10 11 12 13	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line?	3 4 5 6 7 8 9 10 11 12 13	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not	3 4 5 6 7 8 9 10 11 12 13	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth	3 4 5 6 7 8 9 10 11 12 13	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement?	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth	3 4 5 6 7 8 9 10 11 12 13 14 15	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a	3 4 5 6 7 8 9 10 11 12 13 14 15 16	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia?	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the language, but I don't believe we were.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know Q Do you know how long it took for those	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the language, but I don't believe we were given we were I believe we were	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know Q Do you know how long it took for those agreements to be negotiated in Louisiana?	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the language, but I don't believe we were given we were I believe we were required to provision our FastAccess.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know Q Do you know how long it took for those agreements to be negotiated in Louisiana? A I do not know	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the language, but I don't believe we were given we were I believe we were required to provision our FastAccess service over the same facility.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know Q Do you know how long it took for those agreements to be negotiated in Louisiana? A I do not know	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the language, but I don't believe we were given we were I believe we were required to provision our FastAccess service over the same facility. Q. But were you ordered not to provide.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know Q Do you know how long it took for those agreements to be negotiated in Louisiana? A I do not know MS JOYCE All right I think we	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the language, but I don't believe we were given we were I believe we were required to provision our FastAccess service over the same facility. Q. But were you ordered not to provide FastAccess over a stand-alone loop?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know Q Do you know how long it took for those agreements to be negotiated in Louisiana? A I do not know MS JOYCE All right I think we can break for lunch Go off the record	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the language, but I don't believe we were given we were I believe we were required to provision our FastAccess service over the same facility. Q. But were you ordered not to provide FastAccess over a stand-alone loop?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know Q Do you know how long it took for those agreements to be negotiated in Louisiana? A I do not know MS JOYCE All right I think we can break for lunch Go off the record (LUNCH RECESS)	Page 153
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	was ordered in Georgia, and projected that from a region-wide perspective. If we were to actually provide the Georgia solution in Florida, we would be in violation of the Florida law as well as the Kentucky law. So we don't really have the leeway of applying it everywhere because the rules that we were ordered to do are sufficiently different that one does not necessarily comply with the other. Q. Did the Florida Commission order BellSouth not to provide DSL over a new line? A. No, they did not. Q. Did the Georgia Commission order BellSouth not to provide FastAccess service over a stand-alone loop? A. I don't remember the exact wording of the language, but I don't believe we were given we were I believe we were required to provision our FastAccess service over the same facility. Q. But were you ordered not to provide.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	which those agreements were reached? A I participated in negotiations with FDN in Florida I supported the negotiators in the Louisiana and the Georgia negotiations, but did not directly participate Q And do you have an understanding, for example, for the FDN negotiation, what was the length of time that clapsed between the beginning of the negotiations and the signing of the agreement? A I think that particular agreement was negotiated in approximately two to three weeks Q And do you have any understanding of the time frame that clapsed in Georgia? A I do not know Q Do you know how long it took for those agreements to be negotiated in Louisiana? A I do not know MS JOYCE All right I think we can break for lunch Go off the record	Page 153

	· · · · · · · · · · · · · · · · · · ·			
	-	Page 154		Page 156
1	Q Hello. Mr Fogle You understand you're		1	cross connect in any FCC order?
2	still under oath?		2	A No. I do not
3	A Yes, I do		3	(DEPOSITION EXHIBIT NO 9 WAS MARKED)
4	Q All right Now, I'd like to discuss with		4	O I'm some to harden a decorate to the
5	you the issue of what should the			Q I'm going to hand you a document marked
	John the issue of what should the		5	Exhibit 9 Again, it's voluminous
6	definition of cross connect be in the		6	Again. I believe I just have two copies of
7	agreement that's at issue in this case		7	that And do you recognize this document?
8	Did you participate in the calls		8	A It appears to be Attachment 4. Collocation
9	that negotiated this particular issue		9	from interconnection agreement
10	between the Joint Petitioners and		10	Q And would you accept that this is the
11	BellSouth?		l i i	attachment that's being negotiated in this
12	A No. I did not		12	case')
13	Q And did you consult with anybody at		13	A Yes, I will
14	Roll South who did portionate in these			
15	BellSouth who did participate in those		14	Q And see that it indicates on the front
	calls'		15	5-23-04 draft Do you understand that
16	A Yes, I did		16	that means that this is a draft that was
17	Q And who were those persons?		17	in place between the parties as of May
18	A Lynn Brewer, B-r-e-w-c-r		18	23rd, 2004?
19	Q And is she an attorney?		19	A That would be my understanding, yes
20	A No, she's not		20	Q Will you please turn to page what is
21	Q And did you discuss things with her		21	numbered on the top as page 11 And do
22	verbally?		22	you see there Section 3.9 And there's a
23	A Yes		23	you see there seemon 5.9. And there's a
24	Q And did you provide her with anything			section that is designated for customer
25	written recording the position of Leave		24	version of language ⁹
25	written regarding the position or Issue		25	A Yes, I do
1		D 155		
1	4-17	Page 155	i	Page 157
		Page 155	1	Q It states that a cross connection (cross
2	A I did not, no	Page 155	1 2 2	Q It states that a cross connection (cross connect) is a cabling scheme between
2 3	A I did not, no Q And on what understanding, what basis did	Page 155	3	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment
2 3 4	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-19	Page 155	3 4	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that
2 3 4 5	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on	Page 155	3 4 5	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.
2 3 4 5 6	 A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer 	Page 155	3 4 5 6	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC Do
2 3 4 5 6 7	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your	Page 155	3 4 5 6 7	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that?
2 3 4 5 6 7 8	 A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you 	Page 155	3 4 5 6	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC Do you see that? A Yes, I do
2 3 4 5 6 7 8 9	 A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a 	Page 155	3 4 5 6 7	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC Do you see that? A Yes, I do
2 3 4 5 6 7 8 9	 A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame or 	Page 155	3 4 5 6 7 8	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC Do you see that? A Yes, I do Q Do you believe that definition is an
2 3 4 5 6 7 8 9 10	 A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame or 	Page 155	3 4 5 6 7 8 9	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross
2 3 4 5 6 7 8 9 10 11	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame or intermediate distribution frame) or panel.	Page 155	3 4 5 6 7 8 9 10	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect?
2 3 4 5 6 7 8 9 10	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or	Page 155	3 4 5 6 7 8 9 10 11	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect. A For just a cross connect as a broad.
2 3 4 5 6 7 8 9 10 11 12 13	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross.	Page 155	3 4 5 6 7 8 9 10 11 12 13	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect? A For just a cross connect as a broad definition, yeah, that's an appropriate
2 3 4 5 6 7 8 9 10 11 12 13 14	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame or intermediate distribution frame) or panel (digital service cross connect. (DSX) or light guide cross connect cross connect. (LGX) that is used to connect.	Page 155	3 4 5 6 7 8 9 10 11 12 13 14	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect. A For just a cross connect as a broad definition, yeah, that's an appropriate definition.
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations.	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect. A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED).
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition?	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect? A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED) Q I'm handing you an exhibit that's been
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect? A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED) Q I'm handing you an exhibit that's been marked Exhibit 10
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect? A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED) Q I'm handing you an exhibit that's been marked Exhibit 10 MR CULPEPPER Thanks
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is the same as the definition the FCC may	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect? A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED) Q I'm handing you an exhibit that's been marked Exhibit 10 MR CULPEPPER Thanks
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is the same as the definition the FCC may have provided for a cross connect?	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect? A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED) Q I'm handing you an exhibit that's been marked Exhibit 10 MR CULPEPPER Thanks Q Have you ever seen this document before?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is the same as the definition the FCC may have provided for a cross connect? A I don't know	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect? A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED) Q I'm handing you an exhibit that's been marked Exhibit 10 MR CULPEPPER Thanks Q Have you ever seen this document before? A No, I don't believe I have
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is the same as the definition the FCC may have provided for a cross connect?	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect? A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED) Q I'm handing you an exhibit that's been marked Exhibit 10 MR CULPEPPER Thanks Q Have you ever seen this document before? A No. I don't believe I have Q Do you see the front page indicates this
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is the same as the definition the FCC may have provided for a cross connect? A I don't know	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect. A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED.) Q I'm handing you an exhibit that's been marked Exhibit 10. MR CULPEPPER Thanks Q Have you ever seen this document before? A No. I don't believe I have Q Do you see the front page indicates this is an order from the Federal.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is the same as the definition the FCC may have provided for a cross connect? A I don't know. Q Have you reviewed the FCC's rules	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect. A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED.) Q I'm handing you an exhibit that's been marked Exhibit 10. MR CULPEPPER Thanks Q Have you ever seen this document before? A No, I don't believe I have Q Do you see the front page indicates this is an order from the Federal Communications Commission?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is the same as the definition the FCC may have provided for a cross connect? A I don't know Q Have you reviewed the FCC's rules regarding what is a cross connect? A I have reviewed some of them	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect. A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED.) Q I'm handing you an exhibit that's been marked Exhibit 10. MR CULPEPPER Thanks Q Have you ever seen this document before? A No, I don't believe I have Q Do you see the front page indicates this is an order from the Federal Communications Commission? A Yes, I do
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A I did not, no Q And on what understanding, what basis did you write your testimony for Issue 4-1? A Developed this issue based on conversations with Lynn Brewer Q Turn, please, to page 24 of your testimony. Beginning at line 5, you define a cross connect as a jumper on a frame (main distribution frame) or panel (digital service cross connect (DSX) or light guide cross connect cross connect (LGX) that is used to connect equipment and/or facility terminations together. Did you derive that definition? A No, I did not Q And do you know whether that definition is the same as the definition the FCC may have provided for a cross connect? A I don't know Q Have you reviewed the FCC's rules regarding what is a cross connect?	Page 155	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q It states that a cross connection (cross connect) is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end, as described and defined by the FCC. Do you see that? A Yes, I do Q Do you believe that definition is an appropriate definition for a cross connect. A For just a cross connect as a broad definition, yeah, that's an appropriate definition (DEPOSITION EXHIBIT NO 10 WAS MARKED.) Q I'm handing you an exhibit that's been marked Exhibit 10. MR CULPEPPER Thanks Q Have you ever seen this document before? A No, I don't believe I have Q Do you see the front page indicates this is an order from the Federal Communications Commission?

	· · · · · · · · · · · · · · · · · · ·		1		
		Page 158			Page 160
1	docket entitled deployment of wireline		1	Q Describe for me what is the facility that	3
2	services offering advanced		2	would be a cross connect that is not a	
3	telecommunications capability Did you		3	collocation cross connect'	
1	participate in the FCC rule making that		4	A A co-carrier cross connect is not a	
5	resulted in this order'		$\begin{bmatrix} \frac{1}{5} \end{bmatrix}$	collocation cross connect	
6	A No. I did not		6		
7	· · · · · · · · · · · · · · · · · · ·			Q What types of equipment facilities would a	
	Q Can you please turn to the second page of		7	co-carrier cross connect connect?	
8	this exhibit and look at paragraph 58		8	A A co-carrier cross connect would be a	
9	And there's some quoted language in that		9	cross connect that's you can order out	
10	paragraph		10	of FCC tariff that would essentially	
11	A Yes, I see that		11	connects the collocation space of one	
12	Q Please compare that quoted language in		12	carrier to the collocation space of	
13	this FCC order portion thereof and the		13	another carrier or could also cross	
14	language that appears in bold type on		14	connect between exchange carriers or	
15	Exhibit 9 at Section 3 9		15	anybody else who needs to cross connect	
16	MR CULPEPPER We are looking at		16	between carriers	
17	paragraph 58, right?		17	Q So your testimony is that a may I call	
18	MS JOYCE That's right		18	it a non-collocation cross connect, one	
19	MR CULPEPPER All right		19	type of that would be a connection between	
20	A They appear to match pretty closely		20	two collocated carriers'	
21	Q Can you explain to me what the difference		21	A My testimony would be that a	
22	is between the quoted language in this FCC		22		
23	order and your definition of cross connect		23	non-collocation cross connect would be a	
24				co-carrier cross connect, which is has	
25	provided at page 24 of your testimony?		24	a different purpose and a different use as	
23	A I believe our language is a little bit		25	opposed to providing collocation	
1					
١.		Page 159			Page 161
1	more specific as to what types of	Page 159	1	conductivity between BellSouth and the	Page 161
2	equipment might be cross connected to	Page 159	2	CLP	Page 161
2 3	equipment might be cross connected to Q More specific in that it provides proper	Page 159		CLP Q But a co-carrier cross connect would run	Page 161
2 3 4	Q More specific in that it provides proper names such as main distribution frame or	Page 159	2 3 4	CLP	Page 161
2 3 4 5	Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of	Page 159	2 3	CLP Q But a co-carrier cross connect would run	Page 161
2 3 4 5 6	Q More specific in that it provides proper names such as main distribution frame or	Page 159	2 3 4	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct?	Page 161
2 3 4 5	Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of	Page 159	2 3 4 5	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes	Page 161
2 3 4 5 6	equipment might be cross connected to Q. More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would	Page 159	2 3 4 5 6	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language	Page 161
2 3 4 5 6 7	equipment might be cross connected to Q. More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to?	Page 159	2 3 4 5 6 7	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58	Page 161
2 3 4 5 6 7 8	equipment might be cross connected to Q. More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A. Yes	Page 159	2 3 4 5 6 7 8	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay	Page 161
2 3 4 5 6 7 8 9	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this	Page 159	2 3 4 5 6 7 8 9	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall	Page 161
2 3 4 5 6 7 8 9 10 11	equipment might be cross connected to Q. More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A. Yes Q. Do you know why those specific proper nouns have been placed into this definition that appears on page 24?	Page 159	2 3 4 5 6 7 8 9 10	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here?	Page 161
2 3 4 5 6 7 8 9 10 11 12	equipment might be cross connected to Q. More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A. Yes Q. Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A. In the issues, as we have developed it	Page 159	2 3 4 5 6 7 8 9 10 11	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would	Page 161
2 3 4 5 6 7 8 9 10 11 12 13	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're	Page 159	2 3 4 5 6 7 8 9 10 11 12 13	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection?	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross connect in general, as there are other	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment Q Is it your position that a co-carrier	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it for as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross connect in general, as there are other types of cross connects that are subject	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment Q Is it your position that a co-carrier cross connect should not be provided to	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross connect in general, as there are other types of cross connects that are subject to other jurisdictions and other	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment Q Is it your position that a co-carrier cross connect should not be provided to the Joint Petitioners?	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it frying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross connect in general, as there are other types of cross connects that are subject to other jurisdictions and other agreements. So we're simply trying to	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment Q Is it your position that a co-carrier cross connect should not be provided to the Joint Petitioners? A I believe the co-carrier cross connects	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it for as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross connect in general, as there are other types of cross connects that are subject to other jurisdictions and other agreements. So we're simply trying to make sure that we're making the definition	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment Q Is it your position that a co-carrier cross connect should not be provided to the Joint Petitioners? A I believe the co-carrier cross connects should be provided to the Joint	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross connect in general, as there are other types of cross connects that are subject to other jurisdictions and other agreements. So we're simply trying to make sure that we're making the definition of cross connect sufficiently narrow to	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment Q Is it your position that a co-carrier cross connect should not be provided to the Joint Petitioners? A I believe the co-carrier cross connects should be provided to them	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross connect in general, as there are other types of cross connects that are subject to other jurisdictions and other agreements. So we're simply trying to make sure that we're making the definition of cross connect sufficiently narrow to only include collocation cross connects in	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment Q Is it your position that a co-carrier cross connect should not be provided to the Joint Petitioners? A I believe the co-carrier cross connects should be provided to the Joint Petitioners, and they're available to them subject to the FCC tarriff that they're	Page 161
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	equipment might be cross connected to Q More specific in that it provides proper names such as main distribution frame or intermediate distribution frame as one of the points that a cross connect would connect to? A Yes Q Do you know why those specific proper nouns have been placed into this definition that appears on page 24? A In the issues, as we have developed it or as we understand it is that we're trying to do in the collocation section of the interconnection agreement is limit the cross connect language to a collocation cross connect and not just to a cross connect in general, as there are other types of cross connects that are subject to other jurisdictions and other agreements. So we're simply trying to make sure that we're making the definition of cross connect sufficiently narrow to	Page 159	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	CLP Q But a co-carrier cross connect would run between the facilities of two collocated carriers, is that correct? A That's my understanding, yes Q Looking at Exhibit 10, the quoted language at page 58 A Okay Q Would a co-carrier cross connect fall within this definition provided here? A Yes, it would Q Is there another type of cross connection that is not a collocation cross connection? A There may be I'm not aware of one that I could name at this moment Q Is it your position that a co-carrier cross connect should not be provided to the Joint Petitioners? A I believe the co-carrier cross connects should be provided to them	Page 161

			т—		
١.	0.1.1. 0.110.1	Page 162			Page 164
	Q Is that a BellSouth tariff?		1	Q Would telecommunications traffic pass over	r
2	A Yes		2	a co-carrier cross connect'	
3	Q Do you know what the rates are for a		3	A Probably, that yes	
1 +	co-carrier cross connect?		4	Q Is it your testimony that the principal	
5	A I do not		5	difference between a co-carrier cross	
6	Q And do you know what rates would be		6	connect and a collocation cross connect is	
7	applied to a collocation cross connect		7	whether the facility attaches to BellSouth	
8	under Attachment 47		8	equipment?	
9	A I don't know them offhand, no		9	A No, because I believe in a co-carrier	
10	Q Do you know whether the rates for a		[10]	cross connect, some of our equipment is	
11	co-carrier cross connect are developed in		11	involved in providing that cross connect	
12	accordance with TELRIC?		12	capability. I think the difference has to	
13	A I would assume that they're not		13	do with the service or the allocation	
14	Q Do you know whether a collocation cross		14	that's being purchased or used in	
15	connect rate is developed in accordance		15	conjunction with the cross connect	
16	with TELRIC?		16	Q What is a type of service that would be	
17	A I would assume that they are		17	used in conjunction with a cross connect?	
18	Q Is it your position that different rates		18	A A collocation cross connect would be	
19	should indeed apply to these two different		19	services would be any kind of UNEs or	
20	facilities'		20	other types of services, access services	
21	A I believe they have different purposes and		21	that I believe I even specify a couple	
22	they have different applications as well		22		
23	as different rules of law that apply to		23	of them in my testimony I'll have to	
24	them, different jurisdiction, so it makes		24	look to see exactly which ones I named	
25	sense there would be potentially different		25	Unbundled loops, unbundled local	
	sonse there would be potentially different		25	switching, unbundled transport, unbundled	
İ		Page 163			D 165
	rates, but I don't know if the rates are	Page 163	,	loop port combinations, et cetera	Page 165
1 2	rates, but I don't know if the rates are actually different	Page 163	l 2	loop port combinations, ct cetera O Are you quoting from page 27 of your	Page 165
2	actually different	Page 163	2	Q Are you quoting from page 27 of your	Page 165
2 3	actually different Q What is the purpose of a co-carrier cross	Page 163	2	Q Are you quoting from page 27 of your testimony?	Page 165
2 3 4	actually different Q What is the purpose of a co-carrier cross connection?	Page 163	2 3 4	Q Are you quoting from page 27 of your testimony? A Yes, I am	Page 165
2 3 4 5	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross	Page 163	2 3 4 5	 Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as 	Page 165
2 3 4 5 6	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers	Page 163	2 3 4 5 6	 Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best 	Page 165
2 3 4 5 6 7	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers It doesn't connect to the incumbent,	Page 163	2 3 4 5 6 7	 Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance 	Page 165
2 3 4 5 6 7 8	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers It doesn't connect to the incumbent, BellSouth One example would be if you	Page 163	2 3 4 5 6 7 8	 Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? 	Page 165
2 3 4 5 6 7 8 9	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers It doesn't connect to the incumbent, BellSouth One example would be if you needed to connect one CLP wanted to	Page 163	2 3 4 5 6 7 8 9	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes	Page 165
2 3 4 5 6 7 8 9	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers It doesn't connect to the incumbent, BellSouth One example would be if you needed to connect one CLP wanted to connect to their customers that have a	Page 163	2 3 4 5 6 7 8 9	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be	Page 165
2 3 4 5 6 7 8 9 10	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers It doesn't connect to the incumbent, BellSouth One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in	Page 163	2 3 4 5 6 7 8 9 10	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation	Page 165
2 3 4 5 6 7 8 9 10 11 12	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a	Page 163	2 3 4 5 6 7 8 9 10 11	 Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? 	Page 165
2 3 4 5 6 7 8 9 10 11 12 13	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one	Page 163	2 3 4 5 6 7 8 9 10 11 12 13	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a	Page 163	2 3 4 5 6 7 8 9 10 11 12 13	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect.	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15	 Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q. And what is the purpose of a collocation.	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q. And what is the purpose of a collocation cross connect?	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q And what is the purpose of a collocation cross connect. A Colocation cross connect is to connect the	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP would not be via collocation cross	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q And what is the purpose of a collocation cross connect? A Colocation cross connect is to connect the collocation space of the CLP with the	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP would not be via collocation cross connect, it would be via some other type	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q And what is the purpose of a collocation cross connect? A Colocation cross connect is to connect the collocation space of the CLP with the services or bundled network elements that	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP would not be via collocation cross connect, it would be via some other type of cross connection	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q And what is the purpose of a collocation cross connect? A Colocation cross connect is to connect the collocation space of the CLP with the services or bundled network elements that they're purchasing and using with	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP would not be via collocation cross connect, it would be via some other type of cross connection Q In that instance, what would the end point	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q And what is the purpose of a collocation cross connect. A Colocation cross connect is to connect the collocation space of the CLP with the services or bundled network elements that they're purchasing and using with BellSouth or the incumbent.	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP would not be via collocation cross connect, it would be via some other type of cross connection Q In that instance, what would the end point be of the cross connect facility?	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q And what is the purpose of a collocation cross connect? A Colocation cross connect is to connect the collocation space of the CLP with the services or bundled network elements that they're purchasing and using with BellSouth or the incumbent. Q Would telecommunications traffic pass over.	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP would not be via collocation cross connect, it would be via some other type of cross connection Q In that instance, what would the end point be of the cross connect facility? A It could be one end point would be	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q And what is the purpose of a collocation cross connect? A Colocation cross connect is to connect the collocation space of the CLP with the services or bundled network elements that they're purchasing and using with BellSouth or the incumbent. Q Would telecommunications traffic pass over collocation cross connect?	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP would not be via collocation cross connect, it would be via some other type of cross connection Q In that instance, what would the end point be of the cross connect facility? A It could be one end point would be BellSouth equipment by BellSouth services.	Page 165
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	actually different Q What is the purpose of a co-carrier cross connection? A Co-carrier cross connection provides cross connects between two different carriers. It doesn't connect to the incumbent, BellSouth. One example would be if you needed to connect one CLP wanted to connect to their customers that have a service they provide to some equipment in another CLP's collocation space for a service that CLP provides. And so one method for doing that is the use of a co-carrier cross connect. Q And what is the purpose of a collocation cross connect? A Colocation cross connect is to connect the collocation space of the CLP with the services or bundled network elements that they're purchasing and using with BellSouth or the incumbent. Q Would telecommunications traffic pass over.	Page 163	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q Are you quoting from page 27 of your testimony? A Yes, I am Q And a collocation cross connect, as described on this page, would, to the best of your knowledge, be priced in accordance with TELRIC? A Yes Q What types of service would not be appropriately provided over a collocation cross connect? A If BellSouth reached an agreement with a CLP to provide an information service or internet service or provide a non-251 service, DSL, for example, the connection between BellSouth and that and a CLP would not be via collocation cross connect, it would be via some other type of cross connection Q In that instance, what would the end point be of the cross connect facility? A It could be one end point would be	Page 165

		Т		
١.	Page 16	⁵ ,	1 1 61	Page 168
2	equipment, which may or may not be collocated	'	be I don't know	
3	Q Do CLPs sometimes provide DSL service to	2 3	Q Are you familiar with the term local channel?	
4	their end users over UNEs'	4		
5	A Yes	5	A I have some limited knowledge of what a local channel is	
6	Q Is a collocation cross connect the proper	6		
7	facility to be used for a CLP to gain	7	Q Please describe what your knowledge is of that term	
8	access to UNEs'	8	A It's actually way outside my expertise.	
ŏ	A Yes	9	but I'll see if I can bumble together some	
10	Q Okay Describe the scenario under which	16	description of a local channel lit's	
11	an internet service would be provided by	Ηŭ	always difficult when you've heard terms	
12	BellSouth to a CLP	12	used so many times and you have to	
13	A There could be a service where BellSouth	13	actually think of how to define it	
14	has developed a wholesale internet access	14	Q If you need to define by example, that	
15	service or provided any number of	15	would be helpful	
16	information services, whether it be an	16	A My understanding very limited as it is	
17	c-mail hosting or web hosting or other	17	in the local channel is a particular	
18	types of services, that a CLP would choose	18	connection or single connection on what we	
19	to buy or use. Those are very competitive	19	would refer to as a channel bank, so I	
20	services that are available on the	20	believe it's just kind of a common or a	
21	open-ended marketplace BellSouth offers	21	local vernacular for a type of	
22	them as well as other many other	22	connection	
23	competitors offer those type of	23	Q Do you know what it would connect with,	
24	internet-based services. So that's one	24	what	
25	situation where a CLP could be buying	25	A No, I would not	
	D 127	1		
1	Page 167 Information or internet service from	$ \cdot $	Q Do you have an understanding as to the	Page 169
2	BellSouth	2	rates that apply to a local channel?	
3	Q On a retail basis?	$\overline{3}$	A No, I do not	
1	A Retail and wholesale And information	4	Q Could a collocated CLP connect to entrance	
5	services is a bit because they're	5	facilities owned by another	
6	another carrier and not actually the end	6	telecommunications carrier's	
7	user, we would probably dub that as a	7	A I don't know	
8	wholesale service, but it would still be a	8	Q What types of conductivity is BellSouth	
9	non-regulated commercial agreement between	9	prepared to offer to the CLPs to be	
10	the two companies	10	connected to equipment within a central	
11	Q Why would it be a non-regulated service?	11	office where they are collocated?	
12	A Because it's BellSouth providing the	12	A What types of conductivity? I'm aware of	
13	competitive information service to the CLP	13	two that we offer One is a collocation	
14	on commercially agreed to terms	14	cross connect and the other is a	
15	A DE AND HE ET POMP !	115	co-carrier cross connect l also believe	i
	Q If a CLP is collocated in a BellSouth	15		I
16	central office, is there a facility that	16	that the CLPs have the ability to do some	
16 17	central office, is there a facility that would permit them to access a leased mox?	16 17	of their own construction and run some of	
16 17 18	central office, is there a facility that would permit them to access a leased mox? A. I don't know	16 17 18	of their own construction and run some of their own cables through some BellSouth	
16 17 18 19	central office, is there a facility that would permit them to access a leased mox? A I don't know Q Is there a facility that would allow that	16 17 18 19	of their own construction and run some of their own cables through some BellSouth territory that BellSouth areas, that	
16 17 18 19 20	central office, is there a facility that would permit them to access a leased mox? A I don't know Q Is there a facility that would allow that collocated facility to access transport	16 17 18 19 20	of their own construction and run some of their own cables through some BellSouth territory that BellSouth areas, that type of thing But the two services we	
16 17 18 19 20 21	central office, is there a facility that would permit them to access a leased mox? A I don't know Q Is there a facility that would allow that collocated facility to access transport provided by another carrier who is not	16 17 18 19 20 21	of their own construction and run some of their own cables through some BellSouth territory that BellSouth areas, that type of thing But the two services we offer that I'm aware of are co-carrier	
16 17 18 19 20 21 22	central office, is there a facility that would permit them to access a leased mox? A I don't know Q Is there a facility that would allow that collocated facility to access transport provided by another carrier who is not collocated in the office but had a	16 17 18 19 20 21 22	of their own construction and run some of their own cables through some BellSouth territory that BellSouth areas, that type of thing But the two services we offer that I'm aware of are co-carrier cross connects and collocation cross	
16 17 18 19 20 21 22 23	central office, is there a facility that would permit them to access a leased mox? A I don't know Q Is there a facility that would allow that collocated facility to access transport provided by another carrier who is not collocated in the office but had a presence in the office?	16 17 18 19 20 21 22 23	of their own construction and run some of their own cables through some BellSouth territory that BellSouth areas, that type of thing But the two services we offer that I'm aware of are co-carrier cross connects and collocation cross connects	
16 17 18 19 20 21 22	central office, is there a facility that would permit them to access a leased mox? A I don't know Q Is there a facility that would allow that collocated facility to access transport provided by another carrier who is not collocated in the office but had a	16 17 18 19 20 21 22	of their own construction and run some of their own cables through some BellSouth territory that BellSouth areas, that type of thing But the two services we offer that I'm aware of are co-carrier cross connects and collocation cross	

			1		
.		Page 170		_	Page 172
	please review Section 3.10. Do you see		1	Q Are there any other types of panel that a	
2	there's only one section provided here and		2	collocation cross connect could terminate	
3	there's no competing language, so that		3	to'	
4	indicates that this particular provision		4	A There could be other types of panels out	
5	has been settled at this time. Do you		5	there that form the same function, that	
6	understand that')		6	have a different, quote, unquote, specific	
7	A Yes		7	or technical name I wouldn't be able to	
8	Q It states that a co-carrier cross connect.		8	name them right now	
9	which is abbreviated CCXC, are cross		9	Q Do you know why only these specific types	
10	connects between customer and another		10	of frames and panels have been included in	
11	collocated telecommunications carrier		11	BellSouth's preferred definition of cross	
12	other than BellSouth Do you see that?		12	connect')	
13	A Yes		13	A I believe it seems to be very specific	
14	Q Under this statement, would a CLP be		14	about the types of panels, but, more	
15	permitted to obtain a CCXC to connect with		15	importantly, the function that those	
16	a noncollocated telecommunications		16	perform those perform in our network	
17	carrier?		17	Just to be specific and that our	
18	A I don't believe this language would allow		18	definition of a cross connect is limited	
19	them to do that		19	to a collocation cross connect	
20	Q Does that statement at Section 3 10		20	Q Are there types of collocation cross	
21	comport with what your understanding is of		21	connects that would be excluded by this	
22	a co-carrier cross connect ⁹		22	definition'	
23	A Yes		23	A Not that I'm aware of	
24	Q So just to make sure that I understand		24	Q But you've testified that a collocation	
25	your position correctly You stated that		25	cross connect could terminate to a frame	
			2.7	cross connect could terminate to a frame	
		P.res 171		-	D 172
1	a collocation cross connect should connect	Page 171		that is not the main distribution frame or	Page 173
	a collocation cross connect should connect a collocated carrier to BellSouth	Page 171	l 2	that is not the main distribution frame or	Page 173
2	a collocated carrier to BellSouth	Page 171	1 2 3	an intermediary distribution frame?	Page 173
2 3	a collocated carrier to BellSouth equipment within a central office, is that	Page 171	3	an intermediary distribution frame? A My testimony is that there may be a	Page 173
2 3 4	a collocated carrier to BellSouth equipment within a central office, is that correct?	Page 171	3 4	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called	Page 173
2 3 4 5	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated	Page 171	3 4 5	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those	Page 173
2 3 4 5 6	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the	Page 171	3 4 5 6	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a	Page 173
2 3 4 5 6 7	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et	Page 171	3 4 5 6 7	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity.	Page 173
2 3 4 5 6 7 8	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from	Page 171	3 4 5 6 7 8	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been	Page 173
2 3 4 5 6 7	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth	Page 171	3 4 5 6 7 8 9	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at	Page 173
2 3 4 5 6 7 8 9	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a	Page 171	3 4 5 6 7 8 9	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to	Page 173
2 3 4 5 6 7 8 9 10	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame?	Page 171	3 4 5 6 7 8 9 10	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's	Page 173
2 3 4 5 6 7 8 9 10 11 12	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes	Page 171	3 4 5 6 7 8 9 10 11	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the	Page 173
2 3 4 5 6 7 8 9 10 11 12 13	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an	Page 171	3 4 5 6 7 8 9 10 11 12 13	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly.	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame?	Page 171	3 4 5 6 7 8 9 10 11 12 13 14	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect.	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross.	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation cross connect could terminate to?	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing from BellSouth and will make available the	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation cross connect could terminate to? A There probably are I don't know if I can	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing from BellSouth and will make available the equipment necessary to do that	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation cross connect could terminate to? A There probably are I don't know if I can name them at this point	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing from BellSouth and will make available the equipment necessary to do that Q. If a CLP requested to obtain a facility	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation cross connect could terminate to? A There probably are I don't know if I can name them at this point Q And would that equipment also include	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing from BellSouth and will make available the equipment necessary to do that Q. If a CLP requested to obtain a facility that terminated on a frame, the frame was	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation cross connect could terminate to? A There probably are I don't know if I can name them at this point Q And would that equipment also include terminating to this DSX panel?	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing from BellSouth and will make available the equipment necessary to do that Q If a CLP requested to obtain a facility that terminated on a frame, the frame was not identified by the proper name, main	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation cross connect could terminate to? A There probably are I don't know if I can name them at this point Q And would that equipment also include terminating to this DSX panel? A Yes	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing from BellSouth and will make available the equipment necessary to do that Q If a CLP requested to obtain a facility that terminated on a frame, the frame was not identified by the proper name, main distribution frame or intermediary	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation cross connect could terminate to? A There probably are I don't know if I can name them at this point Q And would that equipment also include terminating to this DSX panel? A Yes Q Or an LGX panel?	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing from BellSouth and will make available the equipment necessary to do that. Q If a CLP requested to obtain a facility that terminated on a frame, the frame was not identified by the proper name, main distribution frame or intermediary distribution frame, would you expect that	Page 173
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	a collocated carrier to BellSouth equipment within a central office, is that correct? A No. to should connect a collocated carrier to the unbundled services, the unbundled transport, accommodations, et cetera that they're purchasing from BellSouth Q Would that include terminating to a multidistribution frame? A I believe so, yes Q And would that include terminating to an intermediate distribution frame? A Yes Q Is there any other type of BellSouth terminating facility that the collocation cross connect could terminate to? A There probably are I don't know if I can name them at this point Q And would that equipment also include terminating to this DSX panel? A Yes	Page 171	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	an intermediary distribution frame? A My testimony is that there may be a particular type of frame that is called something different than one of those particular names that may exist on a network because it's been my familiarity, my experience in the years I've been working in telecom that everything has at least three names, so I don't want to exclude it. There may be something that's called the same function and performs the same capability that has a slightly different name, but our position on this issue is that collocation cross connect allows CLPs to collocate and to cross connect to the services they're purchasing from BellSouth and will make available the equipment necessary to do that Q If a CLP requested to obtain a facility that terminated on a frame, the frame was not identified by the proper name, main distribution frame or intermediary	Page 173

			1		
	conductivity under Section 2.09	Page 174		A Voc I bolion outle com marrielle dest	Page 176
	conductivity under Section 3.99 A. Yes		'	A Yes, I believe it's very possible that one	
1			2 3	could exist that does not have those two	
	Q And why would that be? A Because we're the collocation	•	4	names	
				Q And it could perform substantially the	
5	purpose of a collocation cross connect is		5	same function as an MD frame or an ID	
6	to provide cross connect to the unbundled		6	frame ⁹	
7	services that you're purchasing from		7	A It could or could be a frame that we're	
8	the CLP is purchasing from BellSouth and		8	using that could perform a completely	
9	which includes the equipment necessary to		9	different function	
10	do that I would not expect to run across		10	Q Further down in the provision at Section	
11	a frame other than those two Those are		11	3 9. BellSouth's version of it, it states	
12	very generic terms for frames, but I will		12	that a cross connect involving or,	
13	not put it past some local person to be		13	excuse me, involved in connecting	
14	calling it something different than the		14	equipment/facility terminations with	
15	main distribution frame or the		15	equipment/facility terminations associated	
16	intermediate distribution frame. That		16	with a collocation arrangement either	
17	doesn't mean we would not make that		17	physical or virtual is ordered separately	
18	available		18	and is charged at the rates found in	
19 (Is a frame a type of connection hardware?		19	Attachment 2 or Attachment 4 Can you	
1	Yes		20	give me a concrete example of a cross	
21 (Is a panel a type of connection hardware?		21	connect that would fit this description?	
	Yes		22	A There's a number of different types of	
23 (Do you believe that as you look at Section		23	cross connects I think in my testimony	
24	3 9, the BellSouth version of the		24	on page 27, top of page 27 we talk	
25	definition of cross connect, that what's		25	about I reference 2-wire cross	
ı	provided in these parentheticals are	Page 175		comments A suggestion and the DC I	Page 177
2	intended to be examples, or are they		2	connects, 4-wire cross connects, DS-1,	
3	intended to be a comprehensive list of the		$\frac{2}{3}$	DS-3. 2-fiber, and 4-fiber cross connects	
4	type of frame or panel that a cross		3	Q Are those all types of collocation cross connects?	
5	connect could terminate to ⁹		5	A Yes	
1	I believe that they are the predominant				
7			6	Q So this provision 3.9 under BellSouth's	
8	examples I don't believe it's designed to be a comprehensive list. I'm sure if		7	version is intended to discuss collocation	
9	we sat two or three technical guys in		8	cross connects'?	
10			9	A Yes	
11	here, they could come up with four or five more names for each of those types of		10	Q Are you aware of whether the Joint	
12	things		11	Petitioners are collocated in BellSouth's	
	Do you know whether this provision was		12	central offices in North Carolina?	
14	explained to the laint Potitioners during		13	A I don't know	
15	explained to the Joint Petitioners during		14	Q Would you accept that they might be?	
16	any negotiation call as being simply a		15	A I would assume they are since they really	
17	list of examples that are not intended to		16	care about this language	
18	be comprehensive?		17	Q How would one of the petitioners connect	
19	MR CULPEPPER I object to the		18	from its collocated facilities to a	
20	form of the question. I'm not sure that	i	19	carrier who is not collocated in a CO.	
I .	was his testimony A I don't know		20	central office, who's clearly not a	
			21	BellSouth carrier in order to access	
17) F					
22 (Is your testimony that a frame could exist		22	facilities that are not considered UNEs?	
23	Is your testimony that a frame could exist that does not go by the name main	i	22 23	facilities that are not considered UNEs? A I would assume they would use one of the	
	Is your testimony that a frame could exist		22	facilities that are not considered UNEs?	

		178	Page 1
	collocation cross connect would not be one		Public Commission Service. Docket No
2	of those Either use co-carrier cross		2 29242
3	connect or some sort of a direct		3 Q Did you assist in preparing the response
4 =	connection that they would put in		4 to this interrogatory?
5 6	themselves	1	5 A I did not
7	Q So their choices, in your understanding,		6 MR CULPEPPER And I just want to
8	are between a cross connect strike that a collocation cross connect and a		7 reiterate for the record, you know, prior
9	co-carrier, correct ⁹		to reaching an agreement with discovery. 9 we'll object to the guestioning to the
10	A Or a direct connection		a contract of the discountry of the
111	Q Assuming it's a facility that they wish to		great to an a total care and
12	obtain from BellSouth, they have two		5
13	choices, is that correct?		 Q Please turn the page And do you see that this document states at the top that it is
14	A I believe that's correct, yes		4 a Bell South response to Joint Petitioners
15	Q Please turn the page of Exhibit 9 to		5 in this case in North Carolina?
16	Provision 3 11 And it states direct	l i	
17	connect		
18	A Uh-huh	j	8 response'
19	Q Is this the type of direct connection that		
20	you mentioned a CLEC might provision for	2	
21	itself?	2	BellSouth to identify facilities that are
22	A Yes, it is	2	
23	Q And so this would be a facility, according	2:	3 center to connect CLP facilities to
24	to the language here, that connects	2	
25	between one customer's virtual and/or	2:	
	Page	179	
1 1	mboronal and the state of the s	·'' [.	Page 13
1	physical collocation arrangement in the		Is in quotes, under BellSouth's proposed
2	physical collocation arrangement in the same premises, is that correct?	1 2	I is in quotes, under BellSouth's proposed definition
2 3	physical collocation arrangement in the same premises, is that correct? A Yes	2	1 is in quotes, under BellSouth's proposed 2 definition 3 The response is that BellSouth is
2 3 4	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct	3	1 is in quotes, under BellSouth's proposed 2 definition 3 The response is that BellSouth is 4 not aware of any configuration where CLP
2 3 4 5	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance	1 2 3 4 5	1 is in quotes, under BellSouth's proposed 2 definition 3 The response is that BellSouth is 4 not aware of any configuration where CLP 5 facilities are interconnected with
2 3 4 5 6	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO?	1 2 3 4 5	s in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of
2 3 4 5 6 7	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes	1 2 3 4 4 5 6 6 7 7	s in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the
2 3 4 5 6	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect	1 2 3 4 5 6 7	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this
2 3 4 5 6 7 8	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass?	1 2 3 4 5 6 7 8	s in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross
2 3 4 5 6 7 8 9	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know	1 2 3 4 5 6 7 8 9	s in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections?
2 3 4 5 6 7 8 9 10 11 12	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used	1 1 2 2 3 3 4 4 5 5 6 6 7 8 8 9 1 0 1 1 1	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes
2 3 4 5 6 7 8 9 10 11 12 13	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know	1 2 3 4 5 6 7 8 9	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Q Does it include co-carrier cross
2 3 4 5 6 7 8 9 10 11 12 13 14	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know	1 2 2 3 3 4 4 5 5 6 6 7 8 8 9 9 1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections?
2 3 4 5 6 7 8 9 10 11 12 13 14 15	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used	1 2 2 3 3 4 4 5 5 6 6 7 8 8 9 9 1 0 1 1 1 1 2 1 1 3 1 1 1 1 1 1 1 1 1 1 1 1	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased	1 1 2 2 3 3 4 4 5 5 6 6 7 7 8 8 9 9 1 0 1 1 1 1 2 1 3 1 4 1 1 1 2 1 3 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier?	1 1 2 2 3 3 4 4 5 5 6 6 7 7 8 9 9 1 0 1 1 1 1 2 1 3 1 4 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5 1 5	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A Joes A Joes A Joon't think you would include direct
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier? A I don't know on that particular one,	1 1 2 2 3 3 4 4 5 5 6 6 7 7 8 8 9 1 0 1 1 1 1 2 1 3 1 4 1 5 1 1 0 1 7 7 1 8 1 1 7 1 8 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 1 7 1 8 1 7 1 8 1 1 8 1 7 1 8 1 1 7 1 7	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A Jon't think you would include direct connections because I mean, specifically it's referring to where CLP
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier? A I don't know on that particular one, either	1	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A I don't think you would include direct connections because I mean, specifically it's referring to where CLP facilities are interconnected with
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier? A I don't know on that particular one, either (DEPOSITION EXHIBIT NO 11 WAS MARKEI	12 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 19 10 10 10 10 10 10 10 10	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A I don't think you would include direct connections because I mean, specifically it's referring to where CLP facilities are interconnected with BellSouth facilities, which is the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier? A I don't know on that particular one, either (DEPOSITION EXHIBIT NO 11 WAS MARKEI Q I'm handing you a document that's been	12 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 10 10 10 10 10 10 10 10	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A I don't think you would include direct connections because I mean, specifically it's referring to where CLP facilities are interconnected with BellSouth facilities, which is the definition or the appropriate cross
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a collocated CLP to access a mox leased by a third-party carrier? A I don't know on that particular one, cither (DEPOSITION EXHIBIT NO 11 WAS MARKEI Q I'm handing you a document that's been marked Exhibit 11 Can you tell me what	1 2 2 2 2 2 2 2 2 2	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A I don't think you would include direct connections because I mean, specifically it's referring to where CLP facilities are interconnected with BellSouth facilities, which is the definition or the appropriate cross connect at that point would be a
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier? A I don't know on that particular one, either (DEPOSITION EXHIBIT NO 11 WAS MARKEI Q I'm handing you a document that's been marked Exhibit 11 Can you tell me what this document is?	1 1 2 2 2 2 3 3 4 4 5 5 6 6 7 7 8 8 9 9 1 0 1 1 1 1 2 1 3 1 4 1 5 1 6 1 7 1 8 1 9 1 2 0 2 1 2 2 2 3 3 1 4 1 5 1 6 1 7 1 8 1 8 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A I don't think you would include direct connections because I mean, specifically it's referring to where CLP facilities are interconnected with BellSouth facilities, which is the definition or the appropriate cross connect at that point would be a collocation cross connect. The term is
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a collocated CLP to access a mox leased by a third-party carrier? A I don't know on that particular one, either (DEPOSITION EXHIBIT NO 11 WAS MARKEI Q I'm handing you a document that's been marked Exhibit 11 Can you tell me what this document is? A It appears to be a set of interrogatory	1 1 2 2 3 3 4 4 5 5 6 6 7 7 8 8 9 1 0 1 1 1 1 2 1 3 1 4 1 5 1 6 1 7 1 8 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A I don't think you would include direct connections because I mean, specifically it's referring to where CLP facilities are interconnected with BellSouth facilities, which is the definition or the appropriate cross connect at that point would be a collocation cross connect. The term is used broadly in this response.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	physical collocation arrangement in the same premises, is that correct? A Yes Q So is it fair to say then that a direct connect would only apply in this instance if the CLP were collocated in the CO? A Either virtually or physically, yes Q Is there any other type of direct connect that this provision would encompass? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access the entrance facilities of a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier? A I don't know Q Could a co-carrier cross connect be used by a collocated CLP to access a mox leased by a third-party carrier? A I don't know on that particular one, either (DEPOSITION EXHIBIT NO 11 WAS MARKEI Q I'm handing you a document that's been marked Exhibit 11 Can you tell me what this document is?	1 1 2 2 2 2 3 3 4 4 5 5 6 6 7 7 8 8 9 9 1 0 1 1 1 1 2 1 3 1 4 1 5 1 6 1 7 1 8 1 9 1 2 0 2 1 2 2 2 3 3 1 4 1 5 1 6 1 7 1 8 1 8 1 9 1 9 1 9 1 9 1 9 1 9 1 9 1 9	Is in quotes, under BellSouth's proposed definition The response is that BellSouth is not aware of any configuration where CLP facilities are interconnected with BellSouth facilities without the use of cross connections. To your mind, does the use of the term cross connections in this response include collocation cross connections? A Yes Does it include co-carrier cross connections? A Yes Does it include direct connections? A I don't think you would include direct connections because I mean, specifically it's referring to where CLP facilities are interconnected with BellSouth facilities, which is the definition or the appropriate cross connect at that point would be a collocation cross connect. The term is used broadly in this response.

_				
	Page 182			Page 184
1	sense are anything used to connect any two	1	sentence?	11150 101
2	things, and I believe that's how it's used	2	A I don't believe they're specifying what	
3	here, very, very broadly	3	kind of cross connect, just simply that a	
1	Q Are you aware of whether the FCC has held	4	cross connect must be provisioned between	
5	that CLPs are impaired without access to	5	the arrangements	
6	cross connects')	6		
7	MR CULPEPPER I object to the	7	MS JOYCE We've been going for	
8	form of the question	8	about an hour Would you like to take a	
9	A I'm not familiar with any of the specific	9	break. Mr Fogle')	
01	rules and laws that the FCC has done or		THE WITNESS Sure	
111		10	(RECESS)	
12	come to in regards to impairment in cross	11	BY MS JOYCE	
	connects	12	Q Mr Fogle, to your knowledge, has	
13	Q Is it your position that what BellSouth is	13	BellSouth ever terminated power to a CLP's	
14	offering the Joint Petitioners in this	14	facilities that were collocated on grounds	
15	case in terms of cross connections is in	15	of the privacy infringement committed by	
16	compliance with FCC rules?	16	the CLP?	
17	A Yes	17	A Not that I'm aware of	
18	(DEPOSITION EXHIBIT NO 12 WAS MARKED)	18	Q Has BellSouth ever terminated power to a	
19	Q I'm handing you a document that has been	19	CLP's facilities on the grounds of	
20	marked Exhibit 12 Again, we have the	20	degradation ⁹	
21	front page of the Triennial Review Order	21	A Not that I'm aware of	
22	And there are portions behind this front	22	Q Is it your position that the physical	
23	page I direct your attention to the page	23	safety of a person is of the same	
24	that has been marked at the bottom 229	24	importance as the integrity of BellSouth's	
25	It's in the middle of the exhibit	25	equipment'	
\vdash	<u> </u>			
	Page 183			Page 185
	Have you ever reviewed these	1	A No Obviously, physical safety of a	J .
2	paragraphs that appear at pages 229 to	2	person is more important than integrity of	
3	234"	3	our equipment, but we still hold integrity	
4	A Yes, I have, but it has been quite awhile	4	of our equipment pretty high	
5	since I've looked at them	5	Q All right Please pick up attachment	
6	Q I draw your attention to paragraph 373	6	or, excuse me, Exhibit 9 again, which is	
7	It's on page 232	7	Attachment 4 And please turn to the page	
8	A There are actually more footnotes than	8	numbered at the top page 26 And I refer	
9	there are anything else. Okay	9	you to the section on this page which is	
10	Q Do you recall whether you relied on this	10	5 21 2, the BellSouth version of this	
11	paragraph when you wrote your testimony	11	provision	
12	for Issue 4-1?	12	A Okav	
13	A I don't recall whether I relied on this or	13	Q And it states that, except in the case of	
14	not	14	the deployment of an advanced service	ļ
15	Q And I draw your attention to the final	15	which significantly degrades the	
16	sentence of paragraph 373 The FCC holds	16	performance of other advanced services or]
17	here that finally, for a collocated	17	additional voice band services, if a	ļ
18	competing carrier to access the transport	18	customer fails to commence curative action	j
19	facilities terminated in the collocation	19	within 24 hours and exercise reasonable	İ
20	of another carrier, a cross connect must	20	diligence to complete such action as soon	l
21	be provisioned between collocation	21	as possible continues to say then and	
22	arrangements Do you see that?	22	only in that event, then BellSouth may	
	arrangements Do you see that		m mac or one, mon Dendoum may	T I
23	A Yes. I do	23	take such action as it dooms necessary to	ļ
23 24	A Yes. I do Q What type of cross connection do you	23 24	take such action as it deems necessary to	
23		23 24 25	take such action as it deems necessary to eliminate such threat, including, without	
23 24	A Yes. I do Q What type of cross connection do you	24	take such action as it deems necessary to	

			1		
١.		Page 186			Page 188
1	power to customer's equipment Do you see		1	A No, and I don't think that's the case	
2	that?		2	That would be physical harm, at least	
3	A Yes. I do		3	direct physical harm to the person We	
4	Q And do you understand that the language		4	take service quality really, really	
5	that appears in bold type regarding if		5	important And especially if you think of	
6	customer fails to commence is in bold		6	the service that the CLP may be	
7	because it indicates language that is		7	interfering with may be a 911 service or a	
8	presently in dispute between the parties?		8	residential phone service to an elderly	
9	A Yes		9	person who needs access to 911 or other	
10	Q Can you tell me what problem what type		10	types of services that may at some point	
11	of problem would the CLP need to address		11	be necessary to support their life and	
12	with curative action within 24 hours under		12		
13	this language?		13	they're relying on us to provide those	
14	A There's a I mean, gosh, there's a		1	services And so if our service quality	
15	number of different areas that this could		14	is being degraded by some piece of noisy	
			15	equipment that's in the CLP's collocation	
16	be One example would be with the advent		16	cage, then, you know, we need to allow the	
17	of electronic equipment, digital		17	local management to be once they've	,
18	equipment, special equipment designed to		18	determined that is the cause	,
19	do their services, innovative services.		19	beyond a reasonable doubt, to take the	
20	computer processors getting faster There		20	steps necessary to cure that, even if the	
21	is a number of issues of interference that		21	CLP will not	
22	can happen as a result of that equipment		22	Q If an elderly person needs access to 911	
23	if that equipment happens to be faulty		23	and because of a CLP's noisy equipment 911	
24	If it's emitting high-frequency noise		24	is not available, would that pose	
25	through the airways or transmitting		25	immediate risk of physical harm to an	
			l	. 3	
			-		
		Page 187		р	Page 189
1	high-frequency noise on some of the	Page 187	ı	individual?	Page 189
2		Page 187		ındıvıdual' ⁾	Page 189
	connection points that it's using, that could cause interference with equipment	Page 187	2	individual? A It could, yes	Page 189
2	connection points that it's using, that could cause interference with equipment	Page 187	2 3	individual? A It could, yes Q Could there be an instance where a noisy	Page 189
2 3	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers	Page 187	2 3 4	Individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an	Page 189
2 3 4	connection points that it's using, that could cause interference with equipment	Page 187	2 3 4 5	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual?	Page 189
2 3 4 5	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as	Page 187	2 3 4 5 6	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering	Page 189
2 3 4 5 6 7	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of	Page 187	2 3 4 5 6 7	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or	Page 189
2 3 4 5 6 7 8	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic.	Page 187	2 3 4 5 6 7 8	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's	Page 189
2 3 4 5 6 7	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot ofsetting off a lot of electromagnetic noises that interfere with equipment that	Page 187	2 3 4 5 6 7 8	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with	Page 189
2 3 4 5 6 7 8 9	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic noises that interfere with equipment that is nearby.	Page 187	2 3 4 5 6 7 8 9	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment	Page 189
2 3 4 5 6 7 8 9 10	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of esetting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment.	Page 187	2 3 4 5 6 7 8 9 10	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an	Page 189
2 3 4 5 6 7 8 9 10 11 12	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it	Page 187	2 3 4 5 6 7 8 9 10 11	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual?	Page 189
2 3 4 5 6 7 8 9 10 11 12 13	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must	Page 187	2 3 4 5 6 7 8 9 10 11 12	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours.	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and evereise reasonable diligence to	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and evereise reasonable diligence to complete such action as soon as possible.	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and evercise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of esetting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and exercise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking whatever action it deems necessary.	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take action, including interrupting power?	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of esetting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and exercise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking whatever action it deems necessary, including interruption of electrical	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take action, including interrupting power? A I don't see anything in Section 5.21.2	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of esetting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and exercise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking whatever action it deems necessary, including interruption of electrical power?	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take action, including interrupting power? A I don't see anything in Section 5.21.2 that discusses privacy, although I could	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of setting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and evereise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking whatever action it deems necessary, including interruption of electrical power? A. Yes	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take action, including interrupting power? A I don't see anything in Section 5 21 2 that discusses privacy, although I could be missing it because it's a long section	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of esetting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and exercise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking whatever action it deems necessary, including interruption of electrical power? A. Yes. Q. Would there need to be a threat of	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take action, including interrupting power? A I don't see anything in Section 5 21 2 that discusses privacy, although I could be missing it because it's a long section Q Please review section 5 21 2 Under	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of esetting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and exercise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking whatever action it deems necessary, including interruption of electrical power? A. Yes. Q. Would there need to be a threat of physical harm to a person arising out of	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take action, including interrupting power? A I don't see anything in Section 5.21.2 that discusses privacy, although I could be missing it because it's a long section Q Please review section 5.21.2. Under BellSouth's version of interference or	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of esetting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and exercise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking whatever action it deems necessary including interruption of electrical power? A. Yes. Q. Would there need to be a threat of physical harm to a person arising out of that noisy equipment in order for this	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take action, including interrupting power? A I don't see anything in Section 5.21.2 that discusses privacy, although I could be missing it because it's a long section Q Please review section 5.21.2. Under BellSouth's version of interference or impairment, do you see a provision there	Page 189
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	connection points that it's using, that could cause interference with equipment either of BellSouth's or other carriers who are collocated in the same central office. It's referred to sometimes as equipment being noisy, making a lot of esetting off a lot of electromagnetic noises that interfere with equipment that is nearby. Q. And so in the event that this equipment was noisy, under this language, is it correct that the petitioner, the CLP, must commence curative action within 24 hours and exercise reasonable diligence to complete such action as soon as possible in order to avoid BellSouth taking whatever action it deems necessary, including interruption of electrical power? A. Yes. Q. Would there need to be a threat of physical harm to a person arising out of	Page 187	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	individual? A It could, yes Q Could there be an instance where a noisy equipment did not pose such a threat to an individual? A It would depend on what it's interfering with, what services or capabilities or function or equipment that it's interfering with Q But is it possible that noisy equipment would not pose any threat of danger to an individual? A Yes Q Under this language, would a breach of customer privacy be a type of problem that must be addressed by curative action in order to avoid BellSouth's having to take action, including interrupting power? A I don't see anything in Section 5.21.2 that discusses privacy, although I could be missing it because it's a long section Q Please review section 5.21.2. Under BellSouth's version of interference or	Page 189

			Τ		-
		Page 190			Page 192
1	communications')		1	types of problems that, if not cured	
2	A You're referring to the second paragraph?		2	within 24 hours or a reasonable period.	
3	Q BellSouth's version of		3	BellSouth could use as grounds to take	
1 4	A Yes		4	action, including interrupting power'	
5	Q this provision		5	A I believe it would, yes	
6	A It starts with open to CLECs and then has		6	Q Again. I ask you to turn back to Provision	
7	BellSouth version		7	5 21 1 on page 25 And look at the clause	
8	Q Yes		8	that's enumerated No 1 where it states	
9	A Okay Again, I don't see anything that		9		
10				significantly degrades or impairs. Do you	
11	talks about customer privacy in this		10	see that?	
12	particular paragraph			A Yes	:
13	Q What do you believe the item that's		12	Q And do you see that the words or impairs	
	enumerated 3 in this paragraph refers to.		13	are in bold?	
14	knowingly or unlawfully compromising the		14	A Yes	
15	privacy of any communications routed		15	Q And do you understand that this means this	
16	through the premises?		16	is language that remains in dispute as	
17	A I don't have an Item No 3 in this		17	between the parties?	
18	paragraph		18	A Yes	
19	Q Are you looking at page 25?		19	Q Now, please turn the page to look at	
20	MR CULPEPPER Part of his is		20	Provision 5 21 2 Does the word impairs	
21	is highlighted—It's difficult to read		21	appear in that first sentence?	
22	I don't know whether that's the issue or		22	A I don't see the word impairs in the	
23	not		23	BellSouth version of that language	
24	Q May I see your exhibit?		24	Q And do you know why impairs would have	
25	A Yeah		25	been inserted into 5.21.1 but not into	
			ı		
			-		
		Page 191			Page 193
1	Q Oh, no. I you may have missed I'd	Page 191	1	5 21 27	Page 193
2	asked you to read page 25	Page 191	1 2	A No, I don't know why	Page 193
2 3	asked you to read page 25 A Oh, that would	Page 191		A No, I don't know why	Page 193
2 3 4	asked you to read page 25	Page 191	2	A No, I don't know why Q Is there a difference in your mind between	Page 193
2 3	asked you to read page 25 A Oh, that would	Page 191	2 3	A No, I don't know why Q Is there a difference in your mind between something that degrades and something that	Page 193
2 3 4	asked you to read page 25 A Oh, that would Q It's 5 21 1	Page 191	2 3 4	A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs'	Page 193
2 3 4 5 6 7	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay	Page 191	2 3 4 5	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, 	Page 193
2 3 4 5 6	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha	Page 191	2 3 4 5 6	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still 	Page 193
2 3 4 5 6 7	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All	Page 191	2 3 4 5 6 7	A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less	Page 193
2 3 4 5 6 7 8	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I	Page 191	2 3 4 5 6 7 8	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something 	Page 193
2 3 4 5 6 7 8 9	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again All right. Now, let's see if we can find it this time.	Page 191	2 3 4 5 6 7 8 9	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it 	Page 193
2 3 4 5 6 7 8 9	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay. I now believe I'm looking.	Page 191	2 3 4 5 6 7 8 9 10	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think 	Page 193
2 3 4 5 6 7 8 9 10 11 12	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again All right. Now, let's see if we can find it this time.	Page 191	2 3 4 5 6 7 8 9 10 11	A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word.	Page 193
2 3 4 5 6 7 8 9 10 11 12 13	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha	Page 191	2 3 4 5 6 7 8 9 10 11 12 13	A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at Q All right. So in 5 21 I, there are four	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14	A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q. Do you think that under your assessment of	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14 15	A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q. Do you think that under your assessment of what the word impairs means would	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject. 	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at Q All right. So in 5 21 I, there are four types of problems that CLPs are cautioned not to cause. Degradation or impairing service, endangering equipment and	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.2° 	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at Q All right. So in 5 21 I, there are four types of problems that CLPs are cautioned not to cause. Degradation or impairing service, endangering equipment and knowingly or unlawful compromise of	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.2° A Yes 	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at Q All right. So in 5 21 I, there are four types of problems that CLPs are cautioned not to cause. Degradation or impairing service, endangering equipment and knowingly or unlawful compromise of privacy of communications or creating an	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q. Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.29 A. Yes Q. And why do you believe that?	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at Q All right. So in 5 21 I, there are four types of problems that CLPs are cautioned not to cause. Degradation or impairing service, endangering equipment and knowingly or unlawful compromise of privacy of communications or creating an unreasonable risk of injury or death.	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.2° A Yes Q And why do you believe that' A I guess this is fairly straightforward 	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at Q All right. So in 5 21 I, there are four types of problems that CLPs are cautioned not to cause. Degradation or impairing service, endangering equipment and knowingly or unlawful compromise of privacy of communications or creating an unreasonable risk of injury or death. Would you agree with that assessment?	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.2° A Yes Q And why do you believe that' A I guess this is fairly straightforward There's a lot of words here, pretty 	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at Q All right. So in 5 21 I, there are four types of problems that CLPs are cautioned not to cause. Degradation or impairing service, endangering equipment and knowingly or unlawful compromise of privacy of communications or creating an unreasonable risk of injury or death. Would you agree with that assessment? A Yes	Page 191	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.2° A Yes Q And why do you believe that' A I guess this is fairly straightforward. There's a lot of words here, pretty straightforward approach. You know. 	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at. Q All right. So in 5 21 I, there are four types of problems that CLPs are cautioned not to cause. Degradation or impairing service, endangering equipment and knowingly or unlawful compromise of privacy of communications or creating an unreasonable risk of injury or death. Would you agree with that assessment? A Yes Q Now, if you turn back to section 5 21 2,		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades. Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.2° A Yes Q And why do you believe that? A I guess this is fairly straightforward. There's a lot of words here, pretty straightforward approach. You know, BellSouth is simply trying to protect the. 	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades. Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.2° A Yes Q And why do you believe that? A I guess this is fairly straightforward. There's a lot of words here, pretty straightforward approach. You know, BellSouth is simply trying to protect the quality of its service, protect the assets. 	Page 193
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	asked you to read page 25 A Oh, that would Q It's 5 21 I A Aha MR CULPEPPER Okay A I've been on the wrong page before I will be on the wrong page again. All right. Now, let's see if we can find it this time. Okay I now believe I'm looking at the language that you were wanting me to look at. Q All right. So in 5 21 I, there are four types of problems that CLPs are cautioned not to cause. Degradation or impairing service, endangering equipment and knowingly or unlawful compromise of privacy of communications or creating an unreasonable risk of injury or death. Would you agree with that assessment? A Yes Q Now, if you turn back to section 5 21 2,		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 A No, I don't know why Q Is there a difference in your mind between something that degrades and something that impairs? A By my definition of those two words, something that degrades a service still makes it useful, but it's somehow less than it was before, whereas if something is impaired, it could include making it not function at all. So I would think that impairs is probably the stronger word than degrades. Q Do you think that under your assessment of what the word impairs means would something that impairs service be subject to the provisions of Section 5.21.2° A Yes Q And why do you believe that? A I guess this is fairly straightforward. There's a lot of words here, pretty straightforward approach. You know, BellSouth is simply trying to protect the. 	Page 193

		г -		
١.	Page 194			Page 196
	We've got a lot of responsibilities to do	l	Are there any other instances that	
2	that And if you know, if we take	2	you would deem to be extremely rare and	
3	that responsibility very, very seriously,	3	severe'	
4	and the last thing we would want to have	4	A If the I mean, you can speculate	
5	someone if we simply had language that	5	probably all day long about different	
6	said significantly degrades and they said.	6	things If the CLP was engaged in some	
7	we weren't degrading you, we were	7	sort of fraudulent activity and or, I	
8	impairing you, that's not covered, then	8	mean, there's just a number you could	
9	they over some caution, trying to be a	9	speculate that could potentially happen.	İ
10	little bit broader of what types of either	10	although extremely rare, that could cause	
11	impairments or degradations there could	11	BellSouth to seek interruption or	
12	bc	12	termination of the CLP's power to their	
13	Q So is it your position that Joint	13	service	
14	Petitioners should read BellSouth's	14	Q Do you know whether BellSouth has ever	
15	proposed language for 5 21 2 as if the	15	terminated power to a CLP on the grounds	
16	word impairs appeared in it?	16	because the CLP was	
17	A It's my understanding that the bold	17	A No. I don't believe we've ever terminated	
18	language is the language that we have	18	a CLP's power	
19	proposed that you guys are you guys.	19	Q Can you think of any other instances that	
20	being the CLPs the Joint Petitioners,	20	would be deemed extremely rare and severe	ł
21	my apology, are opposed to So that	21	such that BellSouth would consider	
22	should read as we proposed it	22	interrupting the power')	
23	Q Right But is the you've already	23	A Well, if the CLP's equipment was smoking,	
24	testified the word impairs does not appear	24	we would probably turn the power off to	
25	m BellSouth's proposed language for	25	it If So, in other words, if it was	
	D 105			D 107
ı	Page 195	1	on fire. There are could be some	Page 197
1 2	5 21 2	1	on fire There are could be some	Page 197
2	5 21 2 A I don't	2	other things it could be doing	Page 197
2 3	5 21 2 A I don't Q My question is, should the Joint	2 3	other things it could be doing Again, I believe it's important to	Page 197
2 3 4	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed	2 3 4	other things it could be doing Again, I believe it's important to leave some leeway for local management to	Page 197
2 3 4 5	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears	2 3 4 5	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's	Page 197
2 3 4 5 6	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there?	2 3 4 5 6	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a	Page 197
2 3 4 5 6 7	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking	2 3 4 5 6 7	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing	Page 197
2 3 4 5 6 7 8	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be	2 3 4 5 6 7 8	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either.	Page 197
2 3 4 5 6 7 8 9	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same.	2 3 4 5 6 7 8 9	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either BellSouth's equipment, personnel, services	Page 197
2 3 4 5 6 7 8 9	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs	2 3 4 5 6 7 8 9	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either BellSouth's equipment, personnel, services or other collocated CLPs, then they need	Page 197
2 3 4 5 6 7 8 9 10	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs	2 3 4 5 6 7 8 9 10	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven	Page 197
2 3 4 5 6 7 8 9 10 11	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q. Would you recommend that the word impairs be inserted into	2 3 4 5 6 7 8 9 10 11	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect	Page 197
2 3 4 5 6 7 8 9 10	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes	2 3 4 5 6 7 8 9 10 11 12 13	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section?	2 3 4 5 6 7 8 9 10 11 12 13 14	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would. Yeah	2 3 4 5 6 7 8 9 10 11 12 13 14 15	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own Q. On page 38 of your testimony, lines 1 to	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own Q. On page 38 of your testimony, lines 1 to 2, do you see that BellSouth would use its	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would Yeah Q At page 37 of your testimony, lines 22 to 25	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own Q. On page 38 of your testimony, lines 1 to 2, do you see that BellSouth would use its best efforts to provide immediate notice	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would Yeah Q At page 37 of your testimony, lines 22 to 25 A Which page is that, again?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own Q. On page 38 of your testimony, lines 1 to 2, do you see that BellSouth would use its best efforts to provide immediate notice to the CLP prior to taking any action?	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would Yeah Q At page 37 of your testimony, lines 22 to 25 A Which page is that, again? Q 37 It states that BellSouth would only	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own Q. On page 38 of your testimony, lines I to 2, do you see that BellSouth would use its best efforts to provide immediate notice to the CLP prior to taking any action? A. Yes	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would Yeah Q At page 37 of your testimony, lines 22 to 25 A Which page is that, again? Q 37 It states that BellSouth would only consider interrupting or terminating a	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own Q. On page 38 of your testimony, lines I to 2, do you see that BellSouth would use its best efforts to provide immediate notice to the CLP prior to taking any action? A. Yes Q. And you also say on page 32 of your	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would Yeah Q At page 37 of your testimony, lines 22 to 25 A Which page is that, again? Q 37 It states that BellSouth would only consider interrupting or terminating a CLP's power in extremely rare and severe	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	other things it could be doing Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own Q. On page 38 of your testimony, lines I to 2, do you see that BellSouth would use its best efforts to provide immediate notice to the CLP prior to taking any action? A. Yes Q. And you also say on page 32 of your testimony, line 17 to 18, BellSouth will	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would. Yeah Q At page 37 of your testimony, lines 22 to 25 A Which page is that, again? Q 37 It states that BellSouth would only consider interrupting or terminating a CLP's power in extremely rare and severe instance, such as if there was a substantial threat of damage to property	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own. Q. On page 38 of your testimony, lines 1 to 2, do you see that BellSouth would use its best efforts to provide immediate notice to the CLP prior to taking any action? A. Yes. Q. And you also say on page 32 of your testimony, line 17 to 18, BellSouth will provide notice to the CLP before taking.	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would. Yeah Q At page 37 of your testimony, lines 22 to 25 A Which page is that, again? Q 37. It states that BellSouth would only consider interrupting or terminating a CLP's power in extremely rare and severe instance, such as if there was a substantial threat of damage to property or injury or death to any person in	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own. Q. On page 38 of your testimony, lines I to 2, do you see that BellSouth would use its best efforts to provide immediate notice to the CLP prior to taking any action? A. Yes. Q. And you also say on page 32 of your testimony, line 17 to 18, BellSouth will provide notice to the CLP before taking the action, if possible. Were those two	Page 197
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	5 21 2 A I don't Q My question is, should the Joint Petitioners be reading this proposed language as if the word impairs appears there? A I apologize, I thought you were talking about the previous page. It would be cleaner to have that to have the same language in both paragraphs Q Would you recommend that the word impairs be inserted into A Yes Q that section? A I would. Yeah Q At page 37 of your testimony, lines 22 to 25 A Which page is that, again? Q 37 It states that BellSouth would only consider interrupting or terminating a CLP's power in extremely rare and severe instance, such as if there was a substantial threat of damage to property	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Again, I believe it's important to leave some leeway for local management to make a determination. What's beyond a reasonable doubt that a particular CLP's equipment is providing interference or is a risk to either. BellSouth's equipment, personnel, services or other collocated CLPs, then they need to have the leeway, once proven beyond a reasonable doubt, to disconnect the power to help cure that if the CLP won't take action on their own. Q. On page 38 of your testimony, lines 1 to 2, do you see that BellSouth would use its best efforts to provide immediate notice to the CLP prior to taking any action? A. Yes. Q. And you also say on page 32 of your testimony, line 17 to 18, BellSouth will provide notice to the CLP before taking.	Page 197

1 2 3				
2	Page 198			Page 200
	A Yeah, I believe they have the same	1	I don't see any real reason why it would	-
1 2	meaning	2	not appear in this sentence	
3	Q So BellSouth is willing to use best	3	Q Are you aware as to any position BellSouth	
4	efforts to notify a CLP before turning off	4	has with respect to inserting the words	
5	the power'	5	best efforts into the terms that are	
6	A Yes	6	included in the interconnection agreement?	
7	Q And that means that it will provide	7	A I believe, generally speaking we're	
8	notice. if possible'	8	hesitant because best effort means you're	
9	A Yes	9	going to exhaust yourself to do whatever	
10	Q Can you tell me what lengths BellSouth	10	it is that you're saying you're going to	
11	would go to to provide that notice?	11	do, so we're hesitant, as any body would	
12	A I imagine we would call, we would page, we	12	be, to put themselves to that obligation	
13	would probably write letters, e-mails, may	13	But in this particular situation.	
14	even walk over and talk to the people if	14	it's obviously an emergency of some sort.	
15	it's collocation where we know the people	15	we are going to do exactly that, which is	
16	personally Could take any number of	16	do everything we can to notify the CLP	
17	forms and actions Obviously, it's	17	that their equipment is causing a	
18	something that's important, so I even	18	significant problem and needs to be fixed	
19	expect to have senior management folks	19	as quickly as possible	
20	within BellSouth to contact their	20	I mean, it would be inappropriate	
21	counterparts at the CLPs to discuss the	21	for us to send you an e-mail, never make a	
22	issue, if action is not being taken on a	22	contact, and we would do multiple parallel	
23	local level	23	paths of contact to make sure that the CLP	
24	Q Are you aware that the term best efforts	24	was well aware of the attraction before	
25	is often used in contracts with a specific	25	was well aware of the situation before any action was taken	
			action was taken	
	Page 199			D 201
1	meaning?	l ı	Q Is it your testimony that terminating	Page 201
2	A Yes	2	power to a CLP's facilities is a serious	
3	Q And do you know what that meaning is?	3	action to be taken?	
4	A My description of it is probably not the	4	A It's very serious We would never take it	
5	legal definition, is that we would exhaust	5	lightly	
6	ourselves attempting every means we know	6	Q Please turn to page 34 of your testimony	
7	of to provide that communication and	7	Lines 15 to 17 And it states that the	
8	notice	8	CLP has the right to submit its dispute to	
9	Q And I'll draw your attention one last time	9	the Commission and present evidence	
10	to section 5.21.2 of Exhibit 9, which is	10	showing why it should not be required to	
11	the draft of Attachment 4	11	clear the interference or impairment	
	A Yes	12	identified by BellSouth Do you see that?	
	Q And there is a statement after the	13	A Which page, again?	j
14	highlighting, BellSouth will provide	14	Q 34	
	notice to customer prior to or if made	15		
15	impossible due to the nature of the threat	16	A Sorry, I was, again, on the wrong page MR CULPEPPER Did you say lines	1
	impossible due to the nathre in the intern	10	MIN COLFEREN DIA VOII SAV lines	
15 16	imposed, as soon as possible after the		14 through 179	į
15 16 17	imposed, as soon as possible after the	17	14 through 17°	
15 16 17 18	imposed, as soon as possible after the taking of such action. Do you see that?	17 18	14 through 17') MS JOYCE That's right	
15 16 17 18 19	imposed, as soon as possible after the taking of such action. Do you see that? A Yes	17 18 19	14 through 17' MS JOYCE That's right A Yes. I see that	
15 16 17 18 19 20	imposed, as soon as possible after the taking of such action. Do you see that? A Yes Q Do you know why the words best efforts	17 18 19 20	14 through 17' MS JOYCE That's right A Yes. I see that Q Would the CLP have the right to submit a	
15 16 17 18 19 20 21	imposed, as soon as possible after the taking of such action. Do you see that? A Yes Q Do you know why the words best efforts don't appear in that sentence?	17 18 19 20 21	14 through 17° MS JOYCE That's right A Yes. I see that Q Would the CLP have the right to submit a dispute if BellSouth had notified it it	
15 16 17 18 19 20 21 22	imposed, as soon as possible after the taking of such action. Do you see that? A Yes Q Do you know why the words best efforts don't appear in that sentence? A No. I don't	17 18 19 20 21 22	14 through 17' MS JOYCE That's right A Yes. I see that Q Would the CLP have the right to submit a dispute if BellSouth had notified it it was going to turn off its power'?	
15 16 17 18 19 20 21 22 23	imposed, as soon as possible after the taking of such action. Do you see that? A Yes Q Do you know why the words best efforts don't appear in that sentence? A No. I don't Q In your mind, should the words best	17 18 19 20 21 22 23	14 through 17° MS JOYCE That's right A Yes. I see that Q Would the CLP have the right to submit a dispute if BellSouth had notified it it was going to turn off its power? A Yes. I believe so	
15 16 17 18 19 20 21 22 23 24	imposed, as soon as possible after the taking of such action. Do you see that? A Yes Q Do you know why the words best efforts don't appear in that sentence? A No. I don't	17 18 19 20 21 22	14 through 17' MS JOYCE That's right A Yes. I see that Q Would the CLP have the right to submit a dispute if BellSouth had notified it it was going to turn off its power'?	

	Page 202			Page 204
1	in the complaint stated that BellSouth was	1	exhibit where section 13, resolution of	5- =
3	going to terminate the CLP's power')	2	disputes appears And please review	
3	A I think it would depend on the nature of	3	section 13.1 at the bottom of this page	
1	the interference If it was a minor	4	that's labeled BellSouth version, and	
5	interference or a lesser impairment of	5	review that language?	
6	some sort that we've identified that we	6	A Uh-huh	
7	could tolerate for a while, we would	7		
8	probably let that complaint work its	8	(PAUSE)	
9	course out and the dispute work its way	1	MR CULPEPPER Now, this excerpt	
10		9	comes from the general terms and	
110	through the Commission in some sort of	10	conditions section of the interconnection	
12	normal or potentially expedited fashion	11	agreement that's in dispute, right"	
	If it was truly an emergency	12	MS JOYCE That's my	
13	situation that required very quick action	13	understanding	İ
14	m 24 to 48 hours. I believe we would	14	MR CULPEPPER Okay	
15	probably ask the Commission to convene in	15	A Okay I've read that section What was	
16	some sort of an emergency hearing to hear	16	your question, again?	
17	the issue as quickly as possible.	17	Q Does this section under BellSouth's	
18	hopefully within 24 to 48 hours, to	18	language include the right to go to a	
19	resolve if we are in the right or in the	19	court of law?	
20	wrong	20	MR CULPEPPER Object to the form	
21	Q So BellSouth would ask for that	21	of the question What type of disputes	
22	expeditious treatment'	22	are we talking about?	
23	A If we felt like we had time to wait to ask	23		
24	for that, we probably would	24	A I'm not sure what rights this truly gives	
25	Q Is the Commission the only tribunal that a	25	the CLPs in terms of who they can take a	
	- 13 the commission the only thounal that a	23	dispute to or even necessarily the nature	
1				
	D 202			
,	Page 203 CLP should have a right to submit such a	1	of the diameter. Her not foundament	Page 205
1 2	CLP should have a right to submit such a	1 2	of the disputes I'm not familiar with	Page 205
2	CLP should have a right to submit such a complaint?	1 2 2	the general terms and conditions	Page 205
3	CLP should have a right to submit such a complaint? A There is probably applicable law that	3	the general terms and conditions Q When you testified at page 34 regarding	Page 205
2 3 4	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate	3 4	the general terms and conditions Q When you testified at page 34 regarding the CLP's right to submit a dispute, did	Page 205
2 3 4 5	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints	3 4 5	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of	Page 205 :
2 3 4 5 6	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of	3 4 5 6	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section.	Page 205
2 3 4 5 6 7	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law?	3 4 5 6 7	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the	Page 205
2 3 4 5 6 7 8	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they	3 4 5 6 7 8	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the	Page 205
2 3 4 5 6 7 8 9	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with	3 4 5 6 7 8 9	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to	Page 205
2 3 4 5 6 7 8 9	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would	3 4 5 6 7 8 9	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just	Page 205
2 3 4 5 6 7 8 9 10	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply	3 4 5 6 7 8 9 10	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section. A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this	Page 205
2 3 4 5 6 7 8 9 10 11	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED)	3 4 5 6 7 8 9	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section. A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or	Page 205
2 3 4 5 6 7 8 9 10 11 12 13	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED) Q I'm handing you a document that's been	3 4 5 6 7 8 9 10	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section. A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply. (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this	3 4 5 6 7 8 9 10 11	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before?	3 4 5 6 7 8 9 10 11 12 13	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before? A I may have Lots of contracts start off	3 4 5 6 7 8 9 10 11 12 13 14	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BelfSouth and the CLPs, that they continue to have that right and are often heard at	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED) Q I'm handing you a document that's been marked Exhibit 13 Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but	3 4 5 6 7 8 9 10 11 12 13 14 15	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED) Q I'm handing you a document that's been marked Exhibit 13 Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but it may not be one that I've actually	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of areas, anyway.	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but it may not be one that I've actually specifically seen.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of areas, anyway. Q. Have you ever reviewed the general terms.	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not I'm not familiar with the appropriate jurisdiction that would apply (DEPOSITION EXHIBIT NO 13 WAS MARKED) Q I'm handing you a document that's been marked Exhibit 13 Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but it may not be one that I've actually specifically seen Q All right Would you accept that this is	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of areas, anyway. Q. Have you ever reviewed the general terms and conditions document that is in front.	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply. (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but it may not be one that I've actually specifically seen. Q All right. Would you accept that this is the general terms and conditions section.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of areas, anyway. Q. Have you ever reviewed the general terms and conditions document that is in front of you in any form as regards BellSouth.	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply. (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but it may not be one that I've actually specifically seen. Q All right. Would you accept that this is the general terms and conditions section of the interconnection agreement that's in.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of areas, anyway. Q. Have you ever reviewed the general terms and conditions document that is in front of you in any form as regards BellSouth and the Joint Petitioners?	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints. Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply. (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but it may not be one that I've actually specifically seen. Q All right. Would you accept that this is the general terms and conditions section of the interconnection agreement that's in issue in this case?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of areas, anyway. Q. Have you ever reviewed the general terms and conditions document that is in front of you in any form as regards BellSouth and the Joint Petitioners? A. I do not believe I have, no	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints. Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply. (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but it may not be one that I've actually specifically seen. Q All right. Would you accept that this is the general terms and conditions section of the interconnection agreement that's in issue in this case? A Yes, I would accept that	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of areas, anyway. Q. Have you ever reviewed the general terms and conditions document that is in front of you in any form as regards BellSouth and the Joint Petitioners? A. I do not believe I have, no. Q. Do you believe that disputes regarding.	Page 205
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	CLP should have a right to submit such a complaint? A There is probably applicable law that allows them to go to other appropriate jurisdictions for various complaints. Q Would they be able to go to a court of law? A I don't know necessarily whether they could or could not. I'm not familiar with the appropriate jurisdiction that would apply. (DEPOSITION EXHIBIT NO 13 WAS MARKED.) Q I'm handing you a document that's been marked Exhibit 13. Have you seen this document before? A I may have Lots of contracts start off similar to this, so it looks familiar, but it may not be one that I've actually specifically seen. Q All right. Would you accept that this is the general terms and conditions section of the interconnection agreement that's in issue in this case?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	the general terms and conditions Q. When you testified at page 34 regarding the CLP's right to submit a dispute, did you intend to refer to the resolution of disputes language in this section? A. Actually, I was referring more to the general fact the CLPs seemed to have the right to dispute whatever they want to with the Commission and can take just about any issue, whether it's part of this arbitration or part of 251 agreement or just a general complaint between BellSouth and the CLPs, that they continue to have that right and are often heard at Commissions. They act as an arbiter between CLPs and BellSouth in a number of areas, anyway. Q. Have you ever reviewed the general terms and conditions document that is in front of you in any form as regards BellSouth and the Joint Petitioners? A. I do not believe I have, no	Page 205

1	possibility of power termination should be	Page 206	₁		Page 208
2	governed by the dispute resolution in the		2	rooms need to take a step back, let them take action, and then sort it out	
3	general terms and conditions?		3	Q And who would decide where the CLP should	.1
4	A To a point, yes To the degree we can		4	submit a complaint'	J
5	wait for a normal 60-day process or		5	A I believe the CLPs would decide where they	
6	expedited 60-day process or even longer		6	would submit a complaint	
7	I mean, these disputes and arbitrations		ž	Q In your testimony just now, you mentioned	
8	can take months to resolve. My concern is		8	that it could be the service of an entity	
9	oftentimes we're out there's a real		9	other than BellSouth whose service is	
10	word complication here in that services of		10	being degraded?	
11	one company is impacting or impairing or		11	A That is correct	
12	degrading the services of another company.		12	Q Whose entity could that be?	
13	which may even not be BellSouth May also		13	A It could be a third-party's CLP who's also	
14	be impairing or degrading the services or	İ	14	collocated in the same building	
15	the usefulness of a service for an end		15	Q Could it be a CLP that was not collocated	
16	user And in that real world situation		16	in the same building?	
17	where that is happening, sometimes it's		17	A It could be anybody who has services	
18	important to be able to act and respond to		18	running through that facility either	
19	cure those issues faster than the normal		19	because they're collocated or not	
20	dispute resolution process would allow		20	collocated	
21	A good example of that would be if		21	Q Could it be an interexchange carrier?	
22	the CLP's equipment was on fire and we		22	A Could be	
23	needed to disconnect the power to the		23	Q For any one CO, would you be able to	
24	equipment before the firemen went into		24	identify for the Joint Petitioners which	
25	that collocation area to spray water on		25	carrier's service runs through that CO?	
		Page 207			200
1	the equipment to put the fire out,	1 age 207	1	A I don't know	² age 2 09
2	every one would consider it very reasonable		2	Q Could you please pick up Exhibit 9 again	
3	for BellSouth to take that action		3	and look at the provision on what is	
4	On the other end, if there is a		4	marked as page 25, which is section 5 21 1	
5	very, very minor infraction, that is not		5	of Attachment 4	
6	reasonable for BellSouth to disconnect the		6	A Okay Page 25, I believe I am there	
7	power, it would be appropriate for us to		7	Q Okay Item I in BellSouth's version that	
8	go through the dispute process, take three		8	it has proposed for this section includes	
9	to six months, whatever the case would be,		9	the words significantly degrades or	
10	to resolve that		10	impairs from the service provider's	
11	The problem is finding that slice		11	perspective Who would be the service	
12	in the middle between what is reasonable		12	provider in that language ⁹	
13	and what is unreasonable And in our		13	A It could be BellSouth It could be one of	
14	view, that is largely a local management		14	BellSouth's customers It could also	
15	decision with the appropriate caution that		15	be it's kind of service provider	
16	if they believe it's a significant service		16	is kind of a global term for anybody	
17	degradation or an impairment that they be		17	providing a service	
18	allowed to take action after we have done	l	18	Q Would it include a collocated CLP'	
19	what we consider our best efforts to	ļ	19	A Yes	
20 21	communicate to the CLP and allow them to		20	Q Would it include an interexchange carrier?	
22	resolve it. In essence, the local	İ	21	A Yes, it would	
23	management needs to be in this together. all of us providing great service to all		22	Q What would be the standard of care that	
4~'			23	would be associated with the service	
	of our customers in a safe way. And	ı	2.4	providor's porgranting of the	1
24 25	of our customers in a safe way. And sometimes those of us who sit in these		24 25	provider's perspective in terms of is there any objective standard that defines	

		T		
1	Page 210 when their perspective reasonably	,	bridge established that it would have the	Page 212
2	demonstrates that there's significant	2	service provider being impaired.	
3	degradation or impairment of their	3	BellSouth, and the CLP, all of them	ļ
4	service'	4	working together to resolve the issue	
5	A Well, most service providers determine	5	If it's a service issue, that	
6	there's a significant degradation or	6	service provider is going to be want to be	
ž	impairment when their end user customer is	7	involved with the person who's causing	
8	calling and saying their service is not	8	that degradation or impairment And if	
Š	working for them in some way	9	BellSouth can help facilitate that, they	
10	Then at that point, they	10	will or we will, I should say	ļ
11	develop they start doing root cause	lii	Q Is it the case that the complaining	
12	analyses or troubleshoot the service and	12	service provider could be a customer of	
13	try to determine the cause of that You	13	BellSouth'	
14	know, usually the issues are resolvable	14	A Yes	
15	Sometimes they're not On rare occasions.	15	Q And would information related to that	
16	it could be because of noise or other	16	customer be something to be held private.	
17	kinds of issues from a nearby piece of	17	in your understanding?	
18	equipment or from another service that	18	A When you say a customer, you're referring	
19	someone else is providing	19	to a retail customer or a wholesale	
20	Q And if a service provider contacted	20	customer? What kind of customer are you	
21	BellSouth and said that, from their	21	referring to"	
22	perspective, their service was being	22	Q Any kind of customer	
23	significantly degraded, would BellSouth	23	A Any kind I would venture there are	
24	perform any investigation related to their	24	probably aspects of the service that's	
25	complaint')	25	being provided to that customer that could	
			0 1	
		├		
	Page 211			Page 213
1	A Absolutely	1	be considered proprietary or private. I	Page 213
2	A Absolutely Q Would BellSouth make its own determination	2	believe that the service provider that is	Page 213
2 3	A Absolutely Q Would BellSouth make its own determination as to whether their service is being	2 3	believe that the service provider that is of that customer, in their interest of	Page 213
2 3 4	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded?	2 3 4	believe that the service provider that is of that customer, in their interest of having the significant degradation of the	_
2 3 4 5	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was	2 3 4 5	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy	_
2 3 4 5 6	 A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? 	2 3 4 5 6	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve	_
2 3 4 5 6 7	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's	2 3 4 5 6 7	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they	_
2 3 4 5 6 7 8	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service	2 3 4 5 6 7 8	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or	_
2 3 4 5 6 7 8 9	 A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us 	2 3 4 5 6 7 8 9	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes	_
2 3 4 5 6 7 8 9	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their	2 3 4 5 6 7 8 9	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation.	_
2 3 4 5 6 7 8 9 10	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because	2 3 4 5 6 7 8 9 10	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation.	_
2 3 4 5 6 7 8 9 10 11 12	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities	2 3 4 5 6 7 8 9 10 11	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them.	_
2 3 4 5 6 7 8 9 10 11 12 13	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be	2 3 4 5 6 7 8 9 10 11 12 13	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would	_
2 3 4 5 6 7 8 9 10 11 12 13 14	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe	2 3 4 5 6 7 8 9 10 11 12 13 14	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request?	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the	2 3 4 5 6 7 8 9 10 11 12 13 14 15	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the source of their impairment and assist with	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try.	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the source of their impairment and assist with the technical analysis and the root cause	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try. Q. Mr. Fogle, can you tell me what are the	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the source of their impairment and assist with the technical analysis and the root cause analysis of that	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try. Q. Mr. Fogle, can you tell me what are the nature of the costs that BellSouth incurs.	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the source of their impairment and assist with the technical analysis and the root cause analysis of that Q Do you know whether when the CLP	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try. Q. Mr. Fogle, can you tell me what are the nature of the costs that BellSouth incurs when it prepares collocations based on a	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the source of their impairment and assist with the technical analysis and the root cause analysis of that Q Do you know whether when the CLP alleged to be creating this degradation is	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try. Q. Mr. Fogle, can you tell me what are the nature of the costs that BellSouth incurs when it prepares collocations based on a CLP?	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their impairment and assist with the technical analysis and the root cause analysis of that Q Do you know whether when the CLP alleged to be creating this degradation is notified of the problem, would the CLP be	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try. Q. Mr. Fogle, can you tell me what are the nature of the costs that BellSouth incurs when it prepares collocations based on a CLP. A. The nature of the costs, there's	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the source of their impairment and assist with the technical analysis and the root cause analysis of that Q Do you know whether when the CLP alleged to be creating this degradation is notified of the problem, would the CLP be told who the complainant party was?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try. Q. Mr. Fogle, can you tell me what are the nature of the costs that BellSouth incurs when it prepares collocations based on a CLP? A. The nature of the costs, there's obviously and I won't talk about the	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the source of their impairment and assist with the technical analysis and the root cause analysis of that Q Do you know whether when the CLP alleged to be creating this degradation is notified of the problem, would the CLP be told who the complainant party was? A In a real world situation. I would imagine	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try. Q. Mr. Fogle, can you tell me what are the nature of the costs that BellSouth incurs when it prepares collocations based on a CLP? A. The nature of the costs, there's obviously and I won't talk about the specific rate elements and pieces and	_
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A Absolutely Q Would BellSouth make its own determination as to whether their service is being significantly degraded? A Whether the service provider's service was being degraded? Q When the complaining service provider's service A It would probably be very difficult for us to clarify what their how their service is behaving or performing because we wouldn't have any testing capabilities to do that But I do believe we would be able to verify with them what they believe is the source of their degradation or the source of their impairment and assist with the technical analysis and the root cause analysis of that Q Do you know whether when the CLP alleged to be creating this degradation is notified of the problem, would the CLP be told who the complainant party was?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	believe that the service provider that is of that customer, in their interest of having the significant degradation of the impairments stop, would be more than happy to work through those issues to resolve the issue. I mean, the issue is they wanted service to start working again or no longer be impaired. That's what takes paramount in that situation. Q. If the complaining service provider requested that BellSouth not identify them to the allegedly offending CLP, would BellSouth honor that request? A. I don't know why they'd request that, but we would probably try. Q. Mr. Fogle, can you tell me what are the nature of the costs that BellSouth incurs when it prepares collocations based on a CLP? A. The nature of the costs, there's obviously and I won't talk about the	_

that But to prepare any type of space, meluding collocation space, you have to, you know, physically clear the floor or make the space and alble. You have to bring power, service, and other communications or cross connect connect content in the communication or cross connect connect content in the content cross cross content in the content cross content in the content cross c	1			* * * * * * * * * * * * * * * * * * * *
2 ordered 3 you know, physically clear the floor or 4 make the space a valiable. You have to 5 bring power, service, and other 6 communications or cross connect 6 capabilities to that space. You have to 8 account for the learning and ventilation, 9 HVAC, requirements of the equipment that 11 is going to be in that space, and 11 essentially make it available to support 12 whatever equipment is going to be in that space, and 13 space. Mostly it's infrastructive type of 14 costs that are associated with that at 15 And those costs would include the 16 engineering work associated with that as 17 well as potentially construction work 18 associated with thriat ground the ventilation as well as other types of 20 Q And to a to you would restrict that at the conversions min that space 21 Q And do you know how BellSouth is 22 centified to recover those costs? 23 A Yes 24 Q And do you know how BellSouth ensures that 25 the cost basis for collocation rates, the cost basis for collocation rates have two components, 26 the commissioners than set the rates for 27 collocation costs, collocation rates, which—so that's probably the general 28 process that's followed 30 With respect to Issue 4-3 that you've with the fact barning what the nature of the Joint Petitioners' 4 A It have to see which one 4-3 actually is 4 Cantart at your question for me, again? 4 A It have to see which one 4-3 actually is 4 Cantart at your question for me, again? 4 A It have to see which one 4-3 actually is 4 Cantart at your question for me, again? 4 A It have to see which one 4-3 actually is 4 Cantart at your question for me, again? 4 A It have to see which one 4-3 actually is 4 Cantart at your question for me, again? 4 A It have to go you understand what the nature of the Joint Petitioners' scorers is regarding his issue? 5 Q It have to see which one 4-3 actually is 6 Q It have to see which one 4-3 actually is 7 A It have to see which one 4-3 actually is 8 Q It have to go you understand what the nature of the Joint Petitioners' scorers is regarding hi	1	Page 214		
3 you know, physically clear the floor or 4 make the space and talbed. You have to 5 bring power, service, and other 6 communications or cross connect 7 capabilities to that space. You have to 8 account for the heating and ventilation, 8 HVAC, requirements of the capinnent that 10 is going to be in that space, and 11 cessentially make it available to support 12 whatever equipment is going to be in that 13 space Mosith if si infrastructure type of 14 costs that are associated with that 15 And those costs would include the 16 engineering work associated with that as 16 engineering work associated with that as 17 well as potentially construction work 18 associated with bringing the power and the 19 ventilation as well as other types of 20 connections into that space 21 Q And is it your position that BellSouth is 22 entitled to recover those costs? 23 A Yes 24 Q And do you know how BellSouth ensures that 25 it recovers those costs from a CLP? 2 A I believe if we get involved with some 2 fairly sensitive proceedings and establish 3 the cost basis for collocation, discuss 4 it, debate it, and I believe the 5 commissioners then set the rates for 6 collocation rates have two components, 7 which — so that's probably the general 8 process that's followed 9 Q Can collocation rates have two components, 10 a non-recurring rate and a recurring rate of engology and that appean one 12 (Q What would a non-recurring rate is process that's followed 13 knowledge of non-recurring rates in general Non-lecurring rates in the cost of a periodic basis and then we bill 15 knowledge of non-recurring rates to general 16 general Non-lecurring rates in ferrongoing 17 a We would "recurring rates for ongoing 28 costs that occur month to month or on some 29 control that operate? 20 And would a non-recurring rate is for ongoing 20 control that operate? 21 A Well, I mean. I'm speculating just from my 22 knowledge of non-recurring rates to general 23 a would that operate? 24 A Well, I mean. I'm speculating just from my 25 knowledge of non-rec			1	the duration of whatever service is being
4 make the space as allable. You have to 5 bring power, service, and other 6 communications or cross connect 7 capabilities to that space. You have to 8 account for the heating and ventilation, 9 HVAC, requirements of the couppment that 11 is going to be in that space. 11 essentially make it available to support 12 whatever equipment its going to be in that space. 13 space Mostly it's infrastructure type of 14 costs that are associated with that 15 And those costs would include the 16 conjuncering work associated with that as 16 essentially make it available to support 17 well as potentially construction work. 18 associated with bringing the power and the 19 ventilation as well as other types of 20 connections into that space 21 Q. And is it your position that BellSouth is 22 entitled to recover those costs? 23 A Yes 24 Q. And do you know how BellSouth ensures that 25 it recovers those costs from a CLP? 26 All believe if we get involved with some 27 fairfy sensitive proceedings and establish 28 the cost basis for collocation, discuss 29 Q. Can collocation rates, which — so that's probably the general 29 Q. Can collocation rates, would that operate? 20 Q. What would a non-recurring rate is no process that's followed 20 Q. What would a non-recurring rate is no process that's followed 20 Q. What would a non-recurring rate is no process that's followed 20 Q. What would a non-recurring rate is no process that's followed 21 Q. What would a non-recurring rate is no process that's followed 22 Q. What would a non-recurring rate is no process that's followed 23 A. Well, I mean I'm speculating just from my knowledge of non-recurring rates is no process that's followed 24 Q. And then how would a recurring rate is for ongoing 25 costs that occur month to month or on some 26 cost that occur month to month or on some 27 costs that occur month to month or on some 28 cost of a periodic basis and then we bill 29 Q. And then how would a recurring costs for that 20 And then how would a recurring tate is for ongoing 20 costs that		including collocation space, you have to,	2	
4 make the space available. You have to 5 bring power, service, and other 6 communications or cross connect 7 capabilities to that space. You have to 8 account for the heating and ventilation. 9 HVAC, requirements of the equipment that 11 is going to be in that space, and 11 essentially make it available to support 12 whateve requipment is going to be in that space. 13 space Mostly it's infrastructure type of 14 costs that are associated with that 15 And those costs would melude the 16 engineering work associated with that as 17 well as potentially construction work 18 associated with bringing the power and the ventilation as well as other types of 20 connections into that space 21 Q And is it your position that BellSouth is 22 contricted to recover those costs? 23 A Yes 24 Q And do you know how BellSouth ensures that it recovers those costs from a CLP? 25 contricted to recover those costs? 26 A I believe if we get involved with some fairly sensitive proceedings and establish the continuation as well as ollocation, discuss 4 if, debate if, and I believe the 5 commissioners then set the rates for collocation costs, collocation rates, which — so that's probably the general process that's followed 9 Q Can collocation rates, would that operate? 14 A Well, I mean and a recurring rate or would that operate? 15 A Well, I mean and a recurring rate or would that operate? 16 Q And then how would a non-recurring rate is to going to be in that shaped on those recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill should on other ceruming osts for that 4 provided I think our issue in dispute is surface, and unclear and we just would like to have something that's a hittle more clear 1 Q Are you aware that in some state what in some state what in some state what in some state what is not provided in think our issue in dispute is the control of the control of the control of the control of the control of the control of the control of the control of the control of the	3	you know, physically clear the floor or	3	Q With respect to Issue 4-3 that you've
5 bring power, service, and other 6 communications or cross connect 7 capabilities to that space You have to account for the heating and ventilation, 8 HVAC, requirements of the coupment that is going to be in that space, and espace Mostly it's infrastricture type of costs that are associated with that at space Mostly it's infrastricture type of costs that are associated with that as well as potentially each at sociated with that as well as potentially construction work as associated with that as associated with that as associated with that as well as potentially construction work as associated with that as well as potentially construction work entitled to recover those costs? 20 connections into that space entitled to recover those costs? 21 Q And is it your position that BellSouth is at recovers those costs from a CLP? 22 connections into that space entitled to recover those costs? 23 A Yos at Yos at the cost basis for collocation, discuss it, debate it, and I believe the commissioners then as either rates for collocation costs, collocation rates have two components, a non-recurring rate is process that's followed part of a recharges for thing shat happen one time at the initiation of service imposed? A Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates is for orgonized. 24 We would a recurring rate is for ongoning costs that occur month to month or on some sort of a periodic basis and then we bill about the collocation does not not be recurring costs for that 5 well as potentially construction work as associated with that as well as other types of control of the recurring rate is the cost basis for orgonized part of the complexity is the cost basis for orgonized part of the complexity is that the language that's been offered is vague and unclear and we just would like to have something that's a little more clear. 5 Very orgonized the control of the recover the control of the recover the costs of the recover the costs of the recover the costs of the r	4	make the space available. You have to	4	provided testimony on, do you understand
6 connumerations or cross connect 7 capabilities to that space You have to 8 account for the heating and ventilation. 8 Q It starts at your page 38 in your 10 is going to be in that space. And 11 essentially make it available to support 12 whatever equipment is going to be in that space. 13 space Mostly it's infrastructure type of 14 costs that are associated with that 15 And those costs would include the cingineering work associated with that as 16 well as potentially construction work 18 associated with bringing the power and the ventilation as well as other types of 19 connections into that space 20 Q And is it your position that BellSouth is 21 cuttled to recover those costs? 22 cuttled to recover those costs? 23 A Yes 24 Q And do you know how BellSouth ensures that it recovers those costs from a CLP? 25 cuttled to recover those costs? 26 A I believe if we get involved with some fairly sensitive proceedings and establish the cost basis for collocation, discuss 3 the cost basis for collocation, discuss 4 if, debate if, and I believe the commissioners then set the rates for process that's followed 2 Q What would a non-recurring rate is no process that's followed 2 Q What would a non-recurring rate is no process that's followed 3 Q Can collocation rates have two components, and non-recurring rates in general Non-recurring rates is no greated. 16 Q And then how would a recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill 2 based on those recurring costs for that 6 connectnally make it available to support the section with and and the cast stinctures and a recurring rate is the material to support the support of the section of the count of the	5		5	
7 A I have to see which one 4-3 actually is 8 account for the heating and ventilation, 9 HVAC, requirements of the equipment that 10 is going to be in that space, and 11 essentially make it available to support 12 whatever equipment is going to be in that 13 space Mostly it's infrastructure type of 14 costs that are associated with that 15 And those costs would include the 16 engineering work associated with that as 17 well as potentially construction work 18 associated with gringing the power and the 19 ventilation as well as other types of 20 connections into that space 21 Q And is it your position that BellSouth is 22 entitled to recover those costs? 23 A Yes 24 Q And do you know how BellSouth ensures that 25 it recovers those costs from a CLP? 26 A I believe if we get involved with some 27 fairly sensitive proceedings and establish 28 the cost basis for collocation, discuss 39 th, debate it, and I believe the 39 connections from the set the rates for 30 collocation rates have two components, 31 a non-recurring rate is to process that's followed 32 process that's followed 33 process that's followed 34 A Well, I mean. I'm speculating just from my 35 knowledge of non-recurring rates in 36 grear Now. 37 A Kas Thank you Okay Could you repeat voir testimony 38 poyor understand what the nature of Joint 39 pot in understand what the nature of Joint 39 pot in understand what the nature of Joint 30 poyou understand the Joint 31 Petitioners' position We're not 32 mitorested in getting double paid for 35 services we provided I'm fairly sure the 36 joint fairly sure the 37 A I honestly don't understand what the nature of Joint 30 petitioners are also not interested in 31 megetiners position. 32 provided I think our issue in dispute is 32 that the language that's been offered is 34 vegue and unclear and we just would bike to have something that is a little more 35 commissioners the set the rates for 36 collocation rates have two components, 37 an one-recurring rate in how 38 process that's followed 39 Q Can collocation r	1		l	
8 account for the heating and ventilation, 9 HVAC, requirements of the equipment that 10 is going to be in that space, and 11 essentially make it available to support 12 whatever equipment is going to be in that 13 space Mostly it's infristructure type of 14 costs that are associated with that 15 And those costs would include the 16 engineering work associated with that as 16 vertilation as well as other types of 17 vertilas potentially construction work 18 associated with bringing the power and the 19 ventilation as well as other types of 20 connections into that space 21 Q And is it your position that BellSouth is 22 entitled to recover those costs? 22 A Yes 23 A Yes 24 Q And do you know how BellSouth ensures that 25 if recovers those costs from a CLP? 26 A I believe if we get involved with some 27 fairly sensitive proceedings and establish 28 the cost basis for collocation, discuss 29 the commissioners then set the rates for 29 collocation costs, collocation rates, which—so that's probably the general process that's followed 20 Q C an collocation rates have two components, and process that's followed 21 Q What would a non-recurring rate or would that operate? 22 Q What would a non-recurring rate is in general Non-recurring rate s in general Non-recurring rate s in general Non-recurring rate s in general Non-recurring rate to misor of a periodic basis and then we bill 22 a based on those recurring cost for that 23 A Would — recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill 24 based on those recurring cost for that			l .	
HVAC. requirements of the equipment that 10 10 11 12 13 13 13 14 15 16 16 16 16 17 17 18 18 18 19 19 19 19 19				
s going to be in that space. and space with that space Mostly it's infrastructure type of considering work associated with that the congineering work associated with that space work associated with that some congineering work associated with that the congineering work associated with that associated with that associated with that associated with that as the congineering work associated with that as the conginering work associated with that as the conginering work associated with that as the conginering work associated with that as the conginering work associated with that as the conginering work associated with that as the conginering work associated with the astructure work as the conginering work associated with that the trace of the conginering				
11 whatever equipment is going to be in that 12 your question for me, again? 13 space Mostly it's infrastructure type of costs that are associated with that 14 costs that are associated with that 15 A I hone costs would melude the engineering work associated with that as 16 Petitioners' concern is with regard to 18 less that 3 18 less that 3 18 less that 3 19 less that 3 18 less that 3 18 less that 3 18 less that 4 18 less that 4 18 less that 4 18 less that 5 less that 5 less that 5 less that 6 less			l .	
whatever equipment is going to be in that space. Mostly it's infrastructure type of And those costs would include the cognicering work associated with that And those costs would include the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work that as associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as region of the cognicering work associated with that as reviews posterious work associated with that as reviews we provided. Im fairly sure the record of the petitioners are also the Joint Petitioners are also to interested in getting double paid for services we provided. I'm fairly sure the record associated with that as retrieved with proposed in the petitioners are also to interested in getting double billed for services provided. I think our issue in dispute is that the language that's been offered is vertices we provided. I'm fairly sure the services we provided. I'm fairly sure the point Petitioners' cognition with the rate structures and unclear and we just would like to have something that's a little more clear. I a libelieve if we get involved				
space Mostly, it's infrastructure type of costs that are associated with that 14 costs that are associated with that as 15 And those costs would include the engineering work associated with that as 16 ventilation as well as other types of 20 connections into that space 21 Q. And is it your position that BellSouth is 22 entitled to recover those costs? 22 entitled to recover those costs from a CLP? 25 connections into the space 26 tirrecovers those costs from a CLP? 26 and do you know how BellSouth ensures that 27 it recovers those costs from a CLP? 27 the space 28 it, debate it, and I believe the 29 Q. Can collocation rates have two components 29 a non-recurring rate and a recurring rate 50 collocation rates have two components 29 a non-recurring rate and a recurring rates in 20 Q. And then how would a recurring rate is 60 on those recurring rate is for ongoing 20 costs that occur month to month or on some 20 costs that occur mo				your question for me, again?
14				Q Do you understand what the nature of Joint
And those costs would include the engineering work associated with that ats well as potentially construction work associated with bringing the power and the ventilation as well as other types of 20 connections into that space 21 Q. And is it your position that BellSouth is 21 provided 1 think our issue in dispute is entitled to recover those costs? 22 entitled to recover those costs? 23 A. Yes 24 Q. And do you know how BellSouth ensures that it recovers those costs from a CLP? 25 that the language that's been offered is vague and unclear and we just would like to have something that's a little more clear 26 clear 27 clear 28 bell to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset and unclear and we just would like to have something that's a little more clear 29 myset something that's a little more clear 29 myset something that's a little more clear 29 myset something that's a little more clear 29 myset something that's a little more clear 29 myset something that's a little more clear 29 myset something that's a little more clear 29 myset something that's a little more clear 29 myset something that's a little more clear 29 myset something that something that something that something that something that something that someth				
16 Petitioners' position We're not well as potentially construction work well as other types of ventilation as well as other types of connections into that space 20 And is it your position that BellSouth is entitled to recover those costs? 21 And do you know how BellSouth ensures that it recovers those costs from a CLP? 22 The continuence of the cost basis for collocation, discuss 1 A I believe if we get involved with some 2 East somewhere in the past, over the last four collocation rates have been changed in those routing rate and a recurring rate is for ongoing 2 A Well, I mean. I'm speculating just from my 2 A Well, I mean. I'm speculating just from my 2 A Well, I mean. I'm speculating just from my 2 A We would – recurring rate be miposed? A A A A A A A A A			•	
well as potentially construction work associated with bringing the power and the ventilation as well as other types of connections into that space Q And is it your position that BellSouth is entitled to recover those costs? A Yes A Yes A Yes A Yes A Yes A Yes A T believe if we get involved with some fairly sensitive proceedings and establish the cost basis for collocation, discuss it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates have two components. A I could, yes C an collocation rates have two components. A I could, yes A Well, I mean, I'm speculating just from my knowledge of non-recurring rates in to you have any knowledge of an Past, over the last four years? A Well, I mean, I'm speculating just from my knowledge of non-recurring rates to provide I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is provided I think our issue in dispute is may also mobile to have something double bitled for services provided I think our issue in dispute is may also wait the language that's been offered is vague and unclear and we just would like to have something that's a little more clear 1 A I believe if we get involved with some fairly sensitive provided I think our issue in dispute is metitled more clear 1 A I believe if we get involved with some fairly sensitive provided I think our issue in dispute is metitled to have something that is a little more clear 1 A I collative in			ľ	
associated with bringing the power and the ventilation as well as other types of concetions into that space 21 Q. And is it your position that BellSouth is entitled to recover those costs? 22 in getting double billed for services provided 1 think our issue in dispute is that the language that's been offered is entitled to recover those costs? 22 that the language that's been offered is vague and unclear and we just would like to have something that's a little more clear. Page 215 A Yes 22 awage and unclear and we just would like to have something that's a little more clear. A I believe if we get involved with some 2 fairly sensitive proceedings and establish 3 the cost basis for collocation, discuss 4 it, debate it, and I believe the 4 commissioners then set the rates for collocation costs, collocation rates, 4 which so that's probably the general 5 process that's followed 8 process that the throught that the language that's been offered is 20 provided 1 think our issue in dispute 1 that the language that's bee				
ventilation as well as other types of connections into that space 20 m getting double billed for services in getting double billed for services in that space 21 provided 1 think our issue in dispute is entitled to recover those costs? 22 that the language that's been offered is vague and unclear and we just would like to have something that's a little more clear. Page 215 A 1 believe if we get involved with some fairly sensitive proceedings and establish 2 the cost basis for collocation, discuss 3 the cost basis for collocation, discuss 4 it, debate it, and I believe the 4 commissioners then set the rates for 6 collocation rates, which so that's probably the general 8 process that's followed 8 process that's followed 8 process that's followed 8 process that's followed 8 process that operate? 11 A 1 could, yes 11 A 1 could, yes 12 Q What would a non-recurring rate how would that operate? 13 knowledge of non-recurring rates in general 14 A Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general 15 knowledge of non-recurring rates in general 16 general 17 are charges for things that happen one 18 time at the mitiation of service 19 Q And then how would a recurring rate be imposed? 14 We would recurring rate is for ongoing costs that occur month to month or on some 22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 24 based on those recurring costs for that 25 commissions on the past, over the last one of that structures are also not interested in getting double biled for services on the structures and unclear and we just would like to have something that he language that's been offered is vague and unclear and we just would like to have something that he language that's been offered is vague and unclear and unclear and we just would like to have something that he language that's been offered is chart the language that's been offered is chart the language that's been offered is chart the lang				interested in getting double paid for
20 connections into that space 21 Q And is it your position that BellSouth is 22 entitled to recover those costs? 23 A Yes 24 Q And do you know how BellSouth ensures that 25 it recovers those costs from a CLP? 26				
21 Q And is it your position that BellSouth is entitled to recover those costs? 22 A Yes 23 A Yes 24 Q And do you know how BellSouth ensures that it recovers those costs from a CLP? 25 It recovers those costs from a CLP? 26			19	Joint Petitioners are also not interested
21 Q And is it your position that BellSouth is 22 entitled to recover those costs?' 23 A Yes 24 Q And do you know how BellSouth ensures that it recovers those costs from a CLP?' 25 clear 26		connections into that space	20	in getting double billed for services
entitled to recover those costs? A Yes A Yes A Yes A I believe if we get involved with some fairly sensitive proceedings and establish the cost basis for collocation, discuss tit, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, A I toolide, yes Q Can collocation rates have two components, A I toolidy, yes Q What would a non-recurring rate and a recurring rate would that operate? A Well, I mean, I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates ty pically are charges for things that happen one time at the initiation of service A We would recurring rate is for ongoing costs that occur month to month or on some costs in service and had collocation based under the former regime.		Q And is it your position that BellSouth is	21	
23 A Yes 24 Q And do you know how BellSouth ensures that it recovers those costs from a CLP? 25 elear Page 215 Q Are you familiar with the rate structures imposed by the state commissions in BellSouth's region? A I believe if we get involved with some fairly sensitive proceedings and establish the cost basis for collocation, discuss it, debate it, and I believe the collocation costs, collocation rates, which so that's probably the general process that's followed process that's followed a non-recurring rate and a recurring rate? A It could, yes Q Can collocation rates have two components, a non-recurring rate and a recurring rate? 10 A It could, yes 11 Could, yes 12 Q What would a non-recurring rate sin would that operate? 13 Would that operate? 14 A Well, I mean. I'm speculating just from my knowledge of non-recurring rates typically are charges for things that happen one time at the initiation of service 18 time at the initiation of service 19 Q And then how would a recurring rate is for ongoing costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some costs that occur might be accurring costs for that 24 based on those recurring costs for that 24 based on those recurring costs for that 24 based on those recurring costs for that 24 based on those recurring costs for that 24 based on those recurring costs for that 25 based on those recurring costs for that 25 based on those recurring costs for that 26 based on those recurring costs for that 26 based on those recurring costs for that 26 based on those recurring costs for that 27 based on those recurring costs for that 28 based on those recurring costs for that 28 based on those recurring costs for that 28 based on those recurring costs for that 28 based on those recurring costs for that 28 based on those recurring costs for that 28 based on those recurring costs for that 28 based on those recurring costs for that 28 based on those	22		22	
24 to have something that's a little more clear Page 215 1 A I believe if we get involved with some fairly sensitive proceedings and establish the cost basis for collocation, discuss thit, debate it, and I believe the tild, debate it, and I believe the tocollocation costs, collocation rates, commissioners then set the rates for collocation costs, collocation rates, commissioners then set the rates for collocation costs, collocation rates, collocation costs, collocation rates, collocation, discuss collocation, disc	23	A Yes		vague and unclear and we just would like
25 elear Page 215 1 A I believe if we get involved with some fairly sensitive proceedings and establish the cost basis for collocation, discuss at the cost basis for collocation, discuss at the cost basis for collocation, discuss at the cost basis for collocation, discuss at the cost basis for collocation, discuss at the cost basis for collocation rates for collocation costs, collocation rates, and followed the structures that are imposed to collocation costs, collocation rates, and process that's followed to collocation rates have two components. The composition over the last four years' anon-recurring rate and a recurring rate of the complexity, that they have changed at least somewhere in the past, over the last four years' through the general time at the initiation of service time at the initiation of service time at the initiation of service time at the initiation of service time at the initiation of service time at the initiation of service to imposed? A We would recurring rate is for ongoing costs that occur month to month or on some costs that occur month to month or on some costs on those recurring costs for that that based on those recurring costs for that that collocation based under the former regime.	24	Q And do you know how BellSouth ensures that		
Page 217 1 A 1 believe if we get involved with some 2 fairly sensitive proceedings and establish 3 the cost basis for collocation, discuss 3 BellSouth's region? 4 it, debate it, and I believe the 4 I have very limited knowledge of the rate structures that are imposed ocollocation costs, collocation rates, 5 collocation costs, collocation rates, 6 Q Do you have any knowledge as to whether 4 those rate structures have been changed in 4 their composition over the last four 4 years? 9 Q Can collocation rates have two components. 9 years? 10 A I could, yes 11 complexity, that they have changed at 12 Q What would a non-recurring rate how would that operate? 13 four years 14 A Well, I mean. I'm speculating just from my 15 knowledge of non-recurring rates in 15 used to be imposed as an NRC with regard to collocation for one reason or another are charges for things that happen one 17 was converted into a recurring cost that time at the initiation of service 18 would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? 19 Q And do you understand that some CLPs had 24 based on those recurring costs for that 24 collocation based under the former regime 25 costs that occur month to month or on some 25 costs that occur month to month or on some 26 collocation based under the former regime 27 collocation based under the former regime 28 costs for this collocation based under the former regime 29 collocation based under the former regime 29 costs for them 20 costs for that 29 collocation based under the former regime 29 costs for them 20 costs for that 29 collocation based under the former regime 29 costs for those 20 costs for that 29 collocation based under the former regime 29 costs for them 20 costs for that 29 collocation based under the former regime 29 costs for them 20 costs for that 29 collocation based under the former regime 29 costs for that 20 collocation based under the former regime 29 costs for them 20 costs for that 20 collocation based under the former regim	25			
1 A I believe if we get involved with some 2 fairly sensitive proceedings and establish 3 the cost basis for collocation, discuss 4 it, debate it, and I believe the 5 commissioners then set the rates for 6 collocation costs, collocation rates, 7 which — so that's probably the general 8 process that's followed 9 Q Can collocation rates have two components. 10 a non-recurring rate and a recurring rate? 11 A It could, yes 12 Q What would a non-recurring rate — how would that operate? 13 would that operate? 14 A Well, I mean. I'm speculating just from my knowledge of non-recurring rates in 15 knowledge of non-recurring rates in 16 general Non-recurring rates typically are charges for things that happen one time at the initiation of service 17 are charges for things that happen one time at the initiation of service 18 We would — recurring rate is for ongoing costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some cost that occur month to month or on some cost that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some collocation based under the former regime		-		
1 A I believe if we get involved with some 2 fairly sensitive proceedings and establish 3 the cost basis for collocation, discuss 4 it, debate it, and I believe the 5 commissioners then set the rates for 6 collocation costs, collocation rates, 7 which — so that's probably the general 8 process that's followed 9 Q Can collocation rates have two components. 10 a non-recurring rate and a recurring rate? 11 A It could, yes 12 Q What would a non-recurring rate — how would that operate? 13 would that operate? 14 A Well, I mean. I'm speculating just from my knowledge of non-recurring rates in 15 knowledge of non-recurring rates in 16 general Non-recurring rates typically are charges for things that happen one time at the initiation of service 17 are charges for things that happen one time at the initiation of service 18 We would — recurring rate is for ongoing costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some cost that occur month to month or on some cost that occur month to month or on some costs that occur month to month or on some costs that occur month to month or on some collocation based under the former regime		P 100 215		D 217
fairly sensitive proceedings and establish the cost basis for collocation, discuss it, debate it, and I believe the commissioners then set the rates for it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, collocation rates, which so that's probably the general process that's followed process that the recurring rate and a recurring rate? A I have very limited knowledge of the rate structures that are imposed process that followed process that their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years four years A Well, I mean. I'm speculating just from my knowledge of inon-recurring rate in the past, over the last four years? A Well, I mean. I'm speculating just from my knowledge of the rate structures that are imposed at the process that open and a recurring rate in the process that some past, and the past, over the last open years? A Well, I mean. I'm speculating just from my knowledge of the rate structures that the process that open and a recurring rate in the past, over the last four years? A Veryou aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that used to be imposed as an NRC with regard to collocation for one	1		1	
the cost basis for collocation, discuss it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components. a non-recurring rate and a recurring rate? A It could, yes Q What would a non-recurring rate how would that operate? A Well, I mean. I'm speculating just from my knowledge of the rate structures have been changed in their composition over the last four years? A Well, I mean. I'm speculating just from my knowledge of the rate structures have been changed in their composition over the last four years? A Well, I mean. I'm speculating just from my knowledge of non-recurring rate in general Non-recurring rate in the past, over the last four years A Well, I mean i'm speculating just from my knowledge of non-recurring rate in general Non-recurring rate in general Non-recurring rates in general Non-recurring rates in time at the initiation of service A We would recurring rate is for ongoing costs that occur month to month or on some cost that occur month to month or on some sort of a periodic basis and then we bill A We would recurring costs for that B EllSouth's region? A I have very limited knowledge of the rate structures have bended as time imposed D Do you have any knowledge as to whether those reingence in those recurs have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years? A We you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered on er time via monthly or ongoing payments by a CLP? Are you aware of that situation? A I've had that explained to me, yes Q And do you understand that some CLPs had actually been in service and had collocation based under the former regime	1 5	fairly sensitive proceedings and establish	2	
14 It could, yes 15 Q What would a non-recurring rate how would that operate? 16 Well, I mean. I'm speculating just from my knowledge of non-recurring rates to general Non-recurring rates to precess that happen one time at the initiation of service 16 Q And do you understand that some CLPs had actually been in service and had collocation based under the former regime.	3			INDUSCO DV THE STATE COMMISSIONS IN
commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed process that's followed process that's followed process that's followed process that's followed their composition over the last four years? Q Can collocation rates have two components. an on-recurring rate and a recurring rate? In their composition over the last four years? A It could, yes that would a non-recurring rate how would that operate? In the past, over the last four years that two have changed at least somewhere in the past, over the last four years that the past, over the last four years that would be recovered as an NRC with regard to collocation for one reason or another was converted into a recurring cost that time at the initiation of service those rate structures have been changed in the structure standard in their composition over the last four years? A We				
collocation costs, collocation rates, which so that's probably the general process that's followed Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates have two components. Can collocation rates four years' Can collocation rates for the last four years' Can collocation rates for the last four years' Can collocation rates for the last four years' Can collocation rates for the last four years' Can collocation rates for the last four years' Can collocation rates for the last four years' Can collocation rates for the last four years' Can collocation for one rates for the last four years' Can collocation for the last four years' Can collocation for the last four years' Can collocation for the past, over the last four years' Can collocation for the past, over the last four years' Can collocation for the past, over the last in complexity, that they have changed at least somewhere in the past, over the last four years' Can collocation for one reason or another was converted in in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? Can define the intration of service Can define the intration of service Can collocation favored into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? Can define the intration of service in the past, over the last or ongoing payments of the past, over the last ou			3	BellSouth's region'?
which so that's probably the general process that's followed Can collocation rates have two components. It could, yes What would a non-recurring rate how would that operate? Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates ty pically are charges for things that happen one time at the initiation of service A We would recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill based on those recurring costs for that The special vocation over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years A Vell, I mean. I'm speculating just from my least somewhere in the past, over the last four years A Well, I mean. I'm speculating just from my least somewhere in the past, over the last occur years A Well, I mean. I'm speculating just from my least somewhere in the past, over the last occur years A Well, I mean. I'm speculating just from my least somewhere in the past, over the last occur years A Veryou aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that time at the initiation of service. B would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? A We would recurring rate is for ongoing acust of the structures have been changed in their complexity.		it, debate it, and I believe the	3 4	BellSouth's region? A I have very limited knowledge of the rate
8 process that's followed 9 Q Can collocation rates have two components. 10 a non-recurring rate and a recurring rate? 11 A It could, yes 12 Q What would a non-recurring rate how would that operate? 13 knowledge of non-recurring rates in general Non-recurring rates typically are charges for things that happen one time at the initiation of service 19 Q And then how would a recurring rate be imposed? 20 And then how would a recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill based on those recurring costs for that	5	it, debate it, and I believe the commissioners then set the rates for	3 4 5	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed
Q Can collocation rates have two components. In a non-recurring rate and a recurring rate? In A It could, yes It would that operate? It would that operate? It would that operate? It would that operate? It would that operate? It would that operate? It would that operate? It would that operate? It would that operate? It would that operate? It would that operate? It would that in some states what the instance of their complexity, that they have changed at the least somewhere in the past, over the last four years It would that operate? It would be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that time at the initiation of service It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? It would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation?	5 6	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates,	3 4 5 6	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed Q Do you have any knowledge as to whether
a non-recurring rate and a recurring rate? A It could, yes What would a non-recurring rate how would that operate? A Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general Non-iccurring rates typically are charges for things that happen one time at the initiation of service A We would recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill based on those recurring costs for that It could, yes It complexity, that they have changed at least somewhere in the past, over the last four years It complexity, that they have changed at least somewhere in the past, over the last four years It complexity that they have changed at least somewhere in the past, over the last four years It complexity that they have changed at least somewhere in the past, over the last four years It complexity that they have changed at least somewhere in the past, over the last four years It complexity that they have changed at least somewhere in the past, over the last four years It complexity that they have changed at least somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast somewhere in the past, over the last four years It deast s	5 6 7	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general	3 4 5 6 7	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed Q Do you have any knowledge as to whether those rate structures have been changed in
A It could, yes 12 Q What would a non-recurring rate how would that operate? 13 would that operate? 14 A Well, I mean. I'm speculating just from my 15 knowledge of non-recurring rates in general Non-recurring rates typically 16 general Non-recurring rates typically 17 are charges for things that happen one time at the initiation of service 18 time at the initiation of service 19 Q And then how would a recurring rate be imposed? 20 mposed? 21 A We would recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill based on those recurring costs for that	5 6 7 8	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed	3 4 5 6 7 8	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four.
12 Q What would a non-recurring rate how would that operate? 13 would that operate? 14 A Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates typically are charges for things that happen one time at the initiation of service are charges? 15 Q And then how would a recurring rate be imposed? 16 We would recurring rate is for ongoing costs that occur month to month or on some states what is least somewhere in the past, over the last four years 16 Q Are you aware that in some states what is used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? 20 aware of that situation? 21 A I've had that explained to me, yes costs that occur month to month or on some sort of a periodic basis and then we bill based on those recurring costs for that 22 costs for those recurring costs for that 23 collocation based under the former regime	5 6 7 8 9	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components.	3 4 5 6 7 8	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years?
would that operate? 13	5 6 7 8 9	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate'	3 4 5 6 7 8 9	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their
14 A Well, I mean. I'm speculating just from my 15 knowledge of non-recurring rates in 16 general Non-recurring rates typically 17 are charges for things that happen one 18 time at the initiation of service 19 Q And then how would a recurring rate be 19 imposed? 20 imposed? 21 A We would recurring rate is for ongoing 22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that	5 6 7 8 9 10	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate? A It could, yes	3 4 5 6 7 8 9 10	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at
knowledge of non-recurring rates in general Non-iccurring rates typically rare charges for things that happen one time at the initiation of service Q And then how would a recurring rate be imposed? A We would recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill based on those recurring costs for that knowledge of non-recurring rates in used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? A I've had that explained to me, yes Q And do you understand that some CLPs had actually been in service and had collocation based under the former regime	5 6 7 8 9 10 11 12	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate? A It could, yes Q What would a non-recurring rate how	3 4 5 6 7 8 9 10 11	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last
knowledge of non-recurring rates in general Non-iccurring rates typically are charges for things that happen one time at the initiation of service Q And then how would a recurring rate be imposed? A We would recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill based on those recurring costs for that	5 6 7 8 9 10 11 12 13	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate? A It could, yes Q What would a non-recurring rate how would that operate?	3 4 5 6 7 8 9 10 11 12 13	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years
general Non-recurring rates typically 17 are charges for things that happen one 18 time at the initiation of service 19 Q And then how would a recurring rate be 20 imposed? 21 A We would recurring rate is for ongoing 22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 16 to collocation for one reason or another 17 was converted into a recurring cost that 18 would be recovered over time via monthly 19 or ongoing payments by a CLP? Are you 20 aware of that situation? 21 A I've had that explained to me, yes 22 Q And do you understand that some CLPs had 23 actually been in service and had 24 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q. Can collocation rates have two components, a non-recurring rate and a recurring rate? A. It could, yes Q. What would a non-recurring rate how would that operate? A. Well, I mean. I'm speculating just from my	3 4 5 6 7 8 9 10 11 12 13 14	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what
17 are charges for things that happen one 18 time at the initiation of service 19 Q And then how would a recurring rate be 20 imposed? 21 A We would recurring rate is for ongoing 22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 17 was converted into a recurring cost that 18 would be recovered over time via monthly 19 or ongoing payments by a CLP? Are you 20 aware of that situation? 21 A I've had that explained to me, yes 22 Q And do you understand that some CLPs had 23 actually been in service and had 24 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14 15	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q. Can collocation rates have two components, a non-recurring rate and a recurring rate? A. It could, yes Q. What would a non-recurring rate how would that operate? A. Well, I mean, I'm speculating just from my knowledge of non-recurring rates in	3 4 5 6 7 8 9 10 11 12 13 14	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard.
time at the initiation of service 18 would be recovered over time via monthly 19 Q And then how would a recurring rate be 20 imposed? 21 A We would recurring rate is for ongoing 22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 18 would be recovered over time via monthly 19 or ongoing payments by a CLP? Are you 20 aware of that situation? 21 A I've had that explained to me, yes 22 Q And do you understand that some CLPs had 23 actually been in service and had 24 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14 15 16	it, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q. Can collocation rates have two components, a non-recurring rate and a recurring rate? A. It could, yes Q. What would a non-recurring rate how would that operate? A. Well, I mean, I'm speculating just from my knowledge of non-recurring rates in general. Non-recurring rates typically.	3 4 5 6 7 8 9 10 11 12 13 14 15 16	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard.
19 Q And then how would a recurring rate be 20 imposed? 21 A We would recurring rate is for ongoing 22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 19 or ongoing payments by a CLP? Are you aware of that situation? 21 A I've had that explained to me, yes 22 Q And do you understand that some CLPs had actually been in service and had 24 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14 15 16 17	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q. Can collocation rates have two components, a non-recurring rate and a recurring rate? A. It could, yes Q. What would a non-recurring rate how would that operate? A. Well, I mean, I'm speculating just from my knowledge of non-recurring rates in general. Non-recurring rates typically are charges for things that happen one	3 4 5 6 7 8 9 10 11 12 13 14 15 16	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another.
20 imposed? 21 A We would recurring rate is for ongoing 22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 20 aware of that situation? 21 A I've had that explained to me, ves 22 Q And do you understand that some CLPs had 23 actually been in service and had 24 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14 15 16 17 18	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q. Can collocation rates have two components, a non-recurring rate and a recurring rate? A. It could, yes Q. What would a non-recurring rate how would that operate? A. Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general. Non-iccurring rates typically are charges for things that happen one time at the initiation of service.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that
21 A We would recurring rate is for ongoing 22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 21 A I've had that explained to me, yes 22 Q And do you understand that some CLPs had 23 actually been in service and had 24 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q. Can collocation rates have two components, a non-recurring rate and a recurring rate? A. It could, yes Q. What would a non-recurring rate how would that operate? A. Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general. Non-iccurring rates typically are charges for things that happen one time at the initiation of service.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly.
22 costs that occur month to month or on some 23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 22 Q And do you understand that some CLPs had 23 actually been in service and had 24 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q. Can collocation rates have two components, a non-recurring rate and a recurring rate? A. It could, yes Q. What would a non-recurring rate how would that operate? A. Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general. Non-recurring rates typically are charges for things that happen one time at the initiation of service. Q. And then how would a recurring rate be	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you
23 sort of a periodic basis and then we bill 24 based on those recurring costs for that 25 actually been in service and had 26 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate? A It could, yes Q What would a non-recurring rate how would that operate? A Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates typically are charges for things that happen one time at the initiation of service Q And then how would a recurring rate be imposed?	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation?
24 based on those recurring costs for that 24 collocation based under the former regime	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate? A It could, yes Q What would a non-recurring rate how would that operate? A Well, I mean. I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates typically are charges for things that happen one time at the initiation of service Q And then how would a recurring rate be imposed? A We would recurring rate is for ongoing	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? A I've had that explained to me, yes
- Tomosanon susea under the former regime	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate? A It could, yes Q What would a non-recurring rate how would that operate? A Well, I mean, I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates typically are charges for things that happen one time at the initiation of service Q And then how would a recurring rate be imposed? A We would recurring rate is for ongoing costs that occur month to month or on some	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? A I've had that explained to me, yes Q And do you understand that some CLPs had
There spectre costs were passed through	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate? A It could, yes Q What would a non-recurring rate how would that operate? A Well, I mean, I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates typically are charges for things that happen one time at the initiation of service Q And then how would a recurring rate be imposed? A We would recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? A I've had that explained to me, yes. Q And do you understand that some CLPs had actually been in service and had.
	5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	nt, debate it, and I believe the commissioners then set the rates for collocation costs, collocation rates, which so that's probably the general process that's followed Q Can collocation rates have two components, a non-recurring rate and a recurring rate? A It could, yes Q What would a non-recurring rate how would that operate? A Well, I mean, I'm speculating just from my knowledge of non-recurring rates in general Non-recurring rates typically are charges for things that happen one time at the initiation of service Q And then how would a recurring rate be imposed? A We would recurring rate is for ongoing costs that occur month to month or on some sort of a periodic basis and then we bill based on those recurring costs for that	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	BellSouth's region? A I have very limited knowledge of the rate structures that are imposed. Q Do you have any knowledge as to whether those rate structures have been changed in their composition over the last four years? A I can almost guarantee, because of their complexity, that they have changed at least somewhere in the past, over the last four years. Q Are you aware that in some states what used to be imposed as an NRC with regard to collocation for one reason or another was converted into a recurring cost that would be recovered over time via monthly or ongoing payments by a CLP? Are you aware of that situation? A I've had that explained to me, yes. Q And do you understand that some CLPs had actually been in service and had collocation based under the former regime.

			ı	··· *· · · · · · · · · · · · · · · · ·	
		Page 218			Page 220
1	to the CLP via the imposition of a		l	quote, unquote, grandfathered or	
2 3	non-recurring cost')		2	essentially kind of the same terms and	
1 3	A I believe that's very possible I'm not		3	conditions that were available at the time	
4	aware of any specific examples of that		4	of the previous agreement are carried	
5			ı		
	Q Do you believe it's possible that there		5	forward through the current agreement	
6	are CLPs that have paid those		6	Q Could that be restated that a CLP would	
7	non-recurring costs?		7	pay a rate other than what would currently	
8	A Yes		8	be in place at the time?	
9	Q What then would be the result if a CLP had		9	A If there's not a corresponding law or rule	
10	paid the non-recurring cost and then a		10	or requirement that would force them to do	
11	state commission changed the rate		II	that and both parties were amenable to it.	
12	structure such that the recurring costs		12		
13	were created to recover the same costs		ı	then that could mean that yes	
			13	Q Regardless of what the law was	l
14	that initially were recovered in the		14	A Uh-huh	
15	non-recurring charge ⁹		15	Q just the operation to grandfather a	
16	A Well. I would hope that if a state		16	rate	
17	commission changed the rules or the rate		17	A Uh-huh	
18	structures in that way, they would be		18	Q I just want to make sure we're both	ŀ
19	insightful enough to give instruction on		19	speaking about the same thing	
20	how to handle the transition		20	A Certainly	
21	Absent that, I would hope that we		21		
22				Q It would involve a CLP paying a rate that	
23	would be able to negotiate how to handle		22	is something other than what is then in	
	that transition Again, our position is		23	effect ⁹	
24	we're not interested in having the CLPs		24	A It could very well mean that In essence,	
25	double pay for services If they're		25	I don't usually see grandfathered rates in	
1					
		Page 219			Page 221
	already paid, even if they're	Page 219	1	contracts that I've worked on There's	Page 221
	already paid, even if they're	Page 219	1	contracts that I've worked on There's	Page 221
	non-recurring or other methods or other	Page 219	2	typically grandfathered terms where a	Page 221
2 3	non-recurring or other methods or other procedures already paid and we're not	Page 219	2 3	typically grandfathered terms where a particular service we're offering was	Page 221
2 3 4	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I	Page 219	2 3 4	typically grandfathered terms where a particular service we're offering was offered in a certain way or a	Page 221
2 3 4 5	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that	Page 219	2 3 4 5	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that	Page 221
2 3 4 5 6	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk	Page 219	2 3 4 5 6	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current	Page 221
2 3 4 5 6 7	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that	Page 219	2 3 4 5 6 7	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the	Page 221
2 3 4 5 6 7 8	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen	Page 219	2 3 4 5 6	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the	Page 221
2 3 4 5 6 7 8 9	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word.	Page 219	2 3 4 5 6 7	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply	Page 221
2 3 4 5 6 7 8	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen	Page 219	2 3 4 5 6 7 8	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy	Page 221
2 3 4 5 6 7 8 9	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered?	Page 219	2 3 4 5 6 7 8 9	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along.	Page 221
2 3 4 5 6 7 8 9 10	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract.	Page 219	2 3 4 5 6 7 8 9 10	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be	Page 221
2 3 4 5 6 7 8 9 10 11 12	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past.	Page 219	2 3 4 5 6 7 8 9 10 11	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes	Page 221
2 3 4 5 6 7 8 9 10 11 12 13	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what.	Page 219	2 3 4 5 6 7 8 9 10 11 12 13	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means?	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted.	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection.	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection agreement or a new commercial agreement.	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection.	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If there is a grandfathered rate, it would	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection agreement or a new commercial agreement, whatever the case would be, and there's no	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If there is a grandfathered rate, it would probably have to be reviewed as to whether	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection agreement or a new commercial agreement, whatever the case would be, and there's no corresponding term associated with that	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If there is a grandfathered rate, it would probably have to be reviewed as to whether it was whether both parties would find	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection agreement or a new commercial agreement, whatever the case would be, and there's no corresponding term associated with that either term or rate in the old agreement,	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If there is a grandfathered rate, it would probably have to be reviewed as to whether it was whether both parties would find it agreeable and acceptable and allow it.	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection agreement or a new commercial agreement, whatever the case would be, and there's no corresponding term associated with that either term or rate in the old agreement, but that because it was available then and	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If there is a grandfathered rate, it would probably have to be reviewed as to whether it was whether both parties would find it agreeable and acceptable and allow it to continue.	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection agreement or a new commercial agreement, whatever the case would be, and there's no corresponding term associated with that either term or rate in the old agreement, but that because it was available then and there's an agreement between the two to	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If there is a grandfathered rate, it would probably have to be reviewed as to whether it was whether both parties would find it agreeable and acceptable and allow it to continue.	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection agreement or a new commercial agreement, whatever the case would be, and there's no corresponding term associated with that either term or rate in the old agreement, but that because it was available then and there's an agreement between the two to continue to have two parties to	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If there is a grandfathered rate, it would probably have to be reviewed as to whether it was whether both parties would find it agreeable and acceptable and allow it to continue. Q. If a rate that is in effect today would, in effect, require a CLP to pay again for	Page 221
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	non-recurring or other methods or other procedures already paid and we're not interested in having them double pay. I think the issue is how do we make that actually happen as opposed to just talk about the fact that none of us want that to happen. Q. You're familiar with the word grandfathered? A. I'm familiar with it from other contract language that I've done in the past. Q. What's your understanding of what grandfathered means? A. A grandfathered rate as I've used it in the past, a grandfathered term would be a term that has a new interconnection agreement or a new commercial agreement, whatever the case would be, and there's no corresponding term associated with that either term or rate in the old agreement, but that because it was available then and there's an agreement between the two to	Page 219	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	typically grandfathered terms where a particular service we're offering was offered in a certain way or a configuration, we continue to offer that configuration. He would know our current products and services don't come in the same configuration anymore. That's simply because some customers simply like to buy the stuff they've been buying all along. The rates themselves typically have to be adjusted because, over time, changes happen. There's an increase in costs due to inflation. There's sometimes decreasing cost due to improvements in technology. Those have to be accounted for, and those often effect the rates. If there is a grandfathered rate, it would probably have to be reviewed as to whether it was whether both parties would find it agreeable and acceptable and allow it to continue.	Page 221

	· · · · · · · · · · · · · · · · · · ·				
1.	16.4	Page 222		Page 2	224
1	grandfathered be appropriate in that		l	agreement, there are probably a subset of	
2	instance'		2	those that were in the prior agreement	
3	A Grandfather could be one way to		3	And those are the ones that could	
4	potentially resolve that Providing a		4	potentially still apply and be, quote.	
5	credit would be another way to potentially		5	unquote, grandfathered The rates in the	
6	resolve that Again, it would be nice if		6	prior agreement that has expired, it's no	
7	the Commission, when they change the		7	longer valid and there will need to be	
8	approaches, would actually provide		8	some comments or some agreement that those	-
9	guidance as to how to handle the		9	rates are still valid in this sort of a	
10	transitions other than that they leave it		10	grandfathered way	
11	up to us It's being creative and finding		11	Q Would a permissible exception to	
12	a solution that both parties can agree to		12	grandfathered rates be to avoid double	
13	Q If indeed the rate was grandfathered to		13	payment'	
14	avoid the double rate position, the		14	A I don't think I agree with your statement	-
15	purpose for grandfathered would be what.		15	in that I think you could use	}
16	in your opinion?		16	grandfathered rates You could	
17	A Well you could use grandfathered to avoid		17	specifically allow for grandfathered rates	
18	double payment I don't know what other		18	in this agreement to avoid double	
19	complexities that creates that might make		19	payments You specifically state these	
20	that untenable One would be trying to		20	rates are being grandfathered to avoid	
21	keep duplicate rate structures into the		21	double payments I don't believe we would	
22	old billing one the old one and the new		22	just automatically grandfather something	
23	one, and billing systems don't like that		23	without some sort of a written agreement]
24	Another approach would be more applicable		24	to do so	
25	or easier to implement for either		25	Q But would the avoidance of double payment	
		Page 223		Page 2	,,,
1	BcllSouth or the CLP		1	be a permissible exception to	
2	Q At page 38 of your testimony, lines 12 to		2	grandfathered rates'	
3	15, you say, when rates have been		3	A I guess I'm not understanding your	
4	grandfathered, the rates that would apply		4	question in that if we wanted to use	ļ
5	are those that were, in fact, prior to the		5	grandfathered rates, then we would specify	
6	effective date of this agreement or as		6	them within this agreement so then it	
7	otherwise specified within this		7	would not fall into the other exceptions	
8	agreement There should be no other		8	I mean, if we may be I'm not	
9	exceptions allowed for the application of		9	understanding your question, but when I	
10	grandfathered rates So what do you		10	state that there are no other exceptions	ł
11	mean? Do you allow for an exception to		11	allowed for application of grandfathered	
12	grandfather rates?		12	rates, it's just simply trying to say you	ŀ
13	A Well. I guess I'm not sure where you're		13	can't go pick an interconnection agreement	ŀ
14	acl me about apply me an acceptance		14	off the shelf that's six years old and	
	asking about appiving an exception in			on the other may of the order and	
15	asking about applying an exception in terms of the maybe you could rephrase			say. I like this rate because it's	ļ
	terms of the maybe you could rephrase your question for me		15	say, I like this rate because it's grandfathered and make it so. That we	
15	terms of the maybe you could rephrase your question for me		15 16	grandfathered and make it so That we	
15 16	terms of the maybe you could rephrase vour question for me Q What would be the exception to		15 16 17	grandfathered and make it so That we need to if we're going to use	
15 16 17	terms of the maybe you could rephrase your question for me		15 16 17 18	grandfathered and make it so. That we need to if we're going to use grandfathered as a technique in any kind	
15 16 17 18	terms of the maybe you could rephrase your question for me Q What would be the exception to grandfathered rates you would find acceptable?		15 16 17 18 19	grandfathered and make it so. That we need to if we're going to use grandfathered as a technique in any kind of rate approach, that we need to specify	
15 16 17 18 19	terms of the maybe you could rephrase your question for me Q What would be the exception to grandfathered rates you would find acceptable? A I mean, as I say here, I mean, there's		15 16 17 18 19 20	grandfathered and make it so. That we need to if we're going to use grandfathered as a technique in any kind of rate approach, that we need to specify how we're doing it.	
15 16 17 18 19 20 21 22	terms of the maybe you could rephrase your question for me Q What would be the exception to grandfathered rates you would find acceptable? A I mean, as I say here, I mean, there's essentially there are rates that are in		15 16 17 18 19	grandfathered and make it so. That we need to if we're going to use grandfathered as a technique in any kind of rate approach, that we need to specify how we're doing it. Why we're doing it Q. I understand what you said, but I'm not	
15 16 17 18 19 20 21 22 23	terms of the maybe you could rephrase vour question for me Q What would be the exception to grandfathered rates you would find acceptable? A I mean, as I say here, I mean, there's essentially there are rates that are in this agreement and there are rates that are not in this agreement. That's pretty		15 16 17 18 19 20 21 22	grandfathered and make it so. That we need to if we're going to use grandfathered as a technique in any kind of rate approach, that we need to specify how we're doing it, why we're doing it. Q. I understand what you said, but I'm not certain it responds to my question.	
15 16 17 18 19 20 21 22 23 24	terms of the maybe you could rephrase your question for me Q. What would be the exception to grandfathered rates you would find acceptable? A. I mean, as I say here, I mean, there's essentially there are rates that are in this agreement and there are rates that are not in this agreement. That's pretty much the entire universal rates that are		15 16 17 18 19 20 21	grandfathered and make it so. That we need to if we're going to use grandfathered as a technique in any kind of rate approach, that we need to specify how we're doing it, why we're doing it. Q. I understand what you said, but I'm not certain it responds to my question. A. Okay	
15 16 17 18 19 20 21 22 23	terms of the maybe you could rephrase your question for me Q What would be the exception to grandfathered rates you would find acceptable? A I mean, as I say here, I mean, there's essentially there are rates that are in this agreement and there are rates that		15 16 17 18 19 20 21 22 23	grandfathered and make it so. That we need to if we're going to use grandfathered as a technique in any kind of rate approach, that we need to specify how we're doing it, why we're doing it. Q. I understand what you said, but I'm not certain it responds to my question.	

1				
l	payment'	Page 226	ı	Page 228 language is just simply the way any two
2	A I'm		2	companies, when they have a dispute about
3	Q Let me rephrase		3	how much someone's paid and what they
4	A lapologize I'm clearly not		4	still owe, resolves that One company
5	understanding your question		5	says, oh, okay, I'm sorry I don't want
6	Q If a grandfathered rate would result in a		6	to double bill you Could you please
7	double payment situation		7	provide me some documentation? And then
8	A Yes		8	you sit down and you sort it out And
9	Q should an exception be made?		9	that's pretty much what we're trying to do
10	A I believe we should find some method		10	here
11	some other method to avoid the double		11	Q Do you know whether the Joint Petitioners
12	payment, whatever the case would be		12	in this case have already provided that
13	Q Should another rate be chosen?		13	kind of documentation to BellSouth?
14	A Another rate could be chosen, chose not to		14	A I don't know
15	grandfather Gosh, a credit could be		15	Q What would you expect BellSouth to do when
16	applied I mean, there's lots of options		16	it received that information from the
17	that are out there		17	Joint Petitioners'?
18	Q Okay At page 39		18	A I think we'd investigate our records to
19	A It's unfortunate because these things get		19	see if we concur with their assessment of
20	so caught up in the vernacular And		20	what they have paid on a recurring basis
21	there's so many things that we can sit		21	and non-recurring basis. And once we've
22	down and work together and get creative		22	determined our assessment of that, we
23	and probably resolve this issue		23	would then sit down with a number of folks
24	Q I'm not feeling very creative right now		24	to determine the proper approach, what
25	Page 39 of your testimony At		25	would be the right way to resolve this to
		Page 227		Page 229
1	lines 17 to 22 This testimony states		l	help clinch the void. Joint Petitioners
2	that if the Joint Petitioners provide		2	avoid double paying It could be a
3	BellSouth with documentation proving that			
			3	credit Like I said, it could be any
4	they have been paid in full strike		3	credit Like I said, it could be any number of things Probably a very
4 5				credit Like I said, it could be any number of things Probably a very creative session to think of alternatives
4 5 6	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring		4	number of things Probably a very creative session to think of alternatives
4 5 6 7	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation		4 5	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to
4 5 6 7 8	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring		4 5 6	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter?
4 5 6 7 8 9	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular		4 5 6 7	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how
4 5 6 7 8 9	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no		4 5 6 7 8	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were.
4 5 6 7 8 9 10	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation		4 5 6 7 8 9	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were, how many of the records there were.
4 5 6 7 8 9 10 11 12	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation		4 5 6 7 8 9 10 11	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were, how many of the records there were If there's only one or two, it could be
4 5 6 7 8 9 10 11 12 13	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements		4 5 6 7 8 9 10	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were, how many of the records there were If there's only one or two, it could be relatively quick. If there were hundreds
4 5 6 7 8 9 10 11 12 13 14	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes		4 5 6 7 8 9 10 11	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were, how many of the records there were If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively
4 5 6 7 8 9 10 11 12 13 14 15	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes Q And that's your position of how the rates		4 5 6 7 8 9 10 11 12 13	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were, how many of the records there were If there's only one or two, it could be relatively quick. If there were hundreds
4 5 6 7 8 9 10 11 12 13 14 15 16	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes Q And that's your position of how the rates for collocation should work in this		4 5 6 7 8 9 10 11 12 13	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were, how many of the records there were If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it.
4 5 6 7 8 9 10 11 12 13 14 15 16 17	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes Q And that's your position of how the rates for collocation should work in this agreement?		4 5 6 7 8 9 10 11 12 13 14 15 16	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were, how many of the records there were If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes Q And that's your position of how the rates for collocation should work in this agreement? A Yes		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	number of things Probably a very creative session to think of alternatives Q How long do you think it would take to reach a resolution regarding that matter? A It would depend on the complexity of how many how detailed the records were, how many of the records there were If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it. Q. What if the Joint Petitioners provided.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes Q And that's your position of how the rates for collocation should work in this agreement? A Yes Q And can you direct me to the portion of		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	number of things. Probably a very creative session to think of alternatives. Q. How long do you think it would take to reach a resolution regarding that matter? A. It would depend on the complexity of how many how detailed the records were, how many of the records there were. If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it. Q. What if the Joint Petitioners provided documentation that they had paid 50.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes Q And that's your position of how the rates for collocation should work in this agreement? A Yes Q And can you direct me to the portion of Attachment 4 that would permit the Joint		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	number of things. Probably a very creative session to think of alternatives. Q. How long do you think it would take to reach a resolution regarding that matter? A. It would depend on the complexity of how many how detailed the records were, how many of the records there were. If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it. Q. What if the Joint Petitioners provided documentation that they had paid 50 percent of all of the individual case.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A. Yes Q. And that's your position of how the rates for collocation should work in this agreement? A. Yes Q. And can you direct me to the portion of Attachment 4 that would permit the Joint Petitioners to make this presentation to		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	number of things. Probably a very creative session to think of alternatives. Q. How long do you think it would take to reach a resolution regarding that matter? A. It would depend on the complexity of how many how detailed the records were, how many of the records there were. If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it. Q. What if the Joint Petitioners provided documentation that they had paid 50 percent of all of the individual case basis or non-recurring charges, what
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes Q And that's your position of how the rates for collocation should work in this agreement? A Yes Q And can you direct me to the portion of Attachment 4 that would permit the Joint Petitioners to make this presentation to BellSouth?		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	number of things. Probably a very creative session to think of alternatives. Q. How long do you think it would take to reach a resolution regarding that matter? A. It would depend on the complexity of how many how detailed the records were, how many of the records there were. If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it. Q. What if the Joint Petitioners provided documentation that they had paid 50 percent of all of the individual case basis or non-recurring charges, what should be the result then?
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A. Yes Q. And that's your position of how the rates for collocation should work in this agreement? A. Yes Q. And can you direct me to the portion of Attachment 4 that would permit the Joint Petitioners to make this presentation to BellSouth? A. No. I mean, I probably could read		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	number of things. Probably a very creative session to think of alternatives. Q. How long do you think it would take to reach a resolution regarding that matter? A. It would depend on the complexity of how many how detailed the records were, how many of the records there were. If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it. Q. What if the Joint Petitioners provided documentation that they had paid 50 percent of all of the individual case basis or non-recurring charges, what should be the result then? A. I think we'd have to review that on an individual basis. I mean, we'd have to
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A Yes Q And that's your position of how the rates for collocation should work in this agreement? A Yes Q And can you direct me to the portion of Attachment 4 that would permit the Joint Petitioners to make this presentation to BellSouth? A No I mean, I probably could read Attachment 4 I may find something in		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	number of things. Probably a very creative session to think of alternatives. Q. How long do you think it would take to reach a resolution regarding that matter? A. It would depend on the complexity of how many how detailed the records were. how many of the records there were. If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it. Q. What if the Joint Petitioners provided documentation that they had paid 50 percent of all of the individual case basis or non-recurring charges, what should be the result then? A. I think we'd have to review that on an individual basis. I mean, we'd have to look at whether they had paid, what they still owe, determine what's being.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	they have been paid in full strike that that they have paid in full all of the individual case basis or non-recurring charges associated with the installation of preparation activities performed and billed by BellSouth for a particular collocation arrangement, then no additional installation or preparation fees will be billed for those collocation arrangements A. Yes Q. And that's your position of how the rates for collocation should work in this agreement? A. Yes Q. And can you direct me to the portion of Attachment 4 that would permit the Joint Petitioners to make this presentation to BellSouth? A. No. I mean, I probably could read		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	number of things. Probably a very creative session to think of alternatives. Q. How long do you think it would take to reach a resolution regarding that matter? A. It would depend on the complexity of how many how detailed the records were. how many of the records there were. If there's only one or two, it could be relatively quick. If there were hundreds or thousands, it could take relatively take longer. So it would just depend how much is involved to do it. Q. What if the Joint Petitioners provided documentation that they had paid 50 percent of all of the individual case basis or non-recurring charges, what should be the result then? A. I think we'd have to review that on an individual basis. I mean, we'd have to look at whether they had paid, what they

			ı		
		Page 230			Page 232
1	has been had been recovered by		1	Q Is it your position that the rates that	· ·
2	previous rates and figure out what, in		2	were in effect at the time the NRC was	
3	BellSouth's mind, is a fair resolution so		3	imposed should govern the question of how	
1	the CLPs do not double pay for services		4	much additional should be paid?	
5	Q Would a fair resolution perhaps be that		5	A If I think the rates that were in	
6	they paid the other 50 percent of the		6	effect at any given time should govern how	
7	non-recurring or individual case-based		7		
8	charges')		8	much is owed for that given time Prices	
9	A Yes I would venture to say if they only		9	change all the time. It would be no	
10				different than if you brought a car, took	
	paid 50 percent, it's probably on 50		10	out a loan for a car and then came back	
12	percent of the locations, so we might have		11	three months later and said, my car is not	
	different rates that we'd apply for		12	worth as much, therefore, I don't owe you	
13	different locations It would just depend		13	as much You don't have the opportunity	
14	on the nature of how much they had paid		14	to do that There was a rate at the time	
15	and in what way they had paid		15	you made the purchase, and that's what's	
16	Q So would the resolution depend on whether		16	owed So it's just I think that's	
17	the rates for collocation had changed from		17	the rate at the time should govern what's	
18	the time the original NRCs or individual		18	owed for that particular service at that	
19	case basis charges were imposed until the		19	particular time	
20	present'		20	Q Would that apply regardless of whether the	
21	A I think that would be one of the		21	rate then applicable is lower than the	
22	components that would have to be		22	rate typically applicable?	
23	evaluated		23	A Yes	
24	Q And if the rates at present were higher		24	Q On page 40 of your testimony, beginning at	
25	than the rates that were in effect when		25	line 8 You state that BellSouth has	
<u> </u>				- Tou state that Belloottii itus	
İ		Page 231			D 222
1	the NRC or ICB price was imposed, what	1 "5" 2 "	1	proposed specific language in section	Page 233
2	would the proper results be?		2	8 11 I that would discuss how BellSouth	
3	A I halvas a see St. beauty and the st	i	4	o it i that would discuss now bensouth	
	A I Defleve we a nave to go through and		3	would access aroudfathored DC now an	
	A I believe we'd have to go through and determine what the rate was at the		3	would assess grandfathered DC power	
4	determine what the rate was at the		4	charges Do you see that?	
4 5	determine what the rate was at the applicable times of the agreements to		4 5	charges Do you see that? A Yes, I do	
4 5 6	determine what the rate was at the applicable times of the agreements to determine what is owed for those		4 5 6	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9?	
4 5 6 7	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in		4 5 6 7	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top	
4 5 6 7 8	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where,		4 5 6 7 8	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth	
4 5 6 7 8 9	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have		4 5 6 7 8 9	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version?	
4 5 6 7 8 9 10	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a		4 5 6 7 8 9	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes	
4 5 6 7 8 9 10	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a		4 5 6 7 8 9 10	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of	
4 5 6 7 8 9 10 11 12	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel.		4 5 6 7 8 9 10 11	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1?	
4 5 6 7 8 9 10 11 12 13	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you		4 5 6 7 8 9 10 11 12 13	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes	
4 5 6 7 8 9 10 11 12 13 14	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in		4 5 6 7 8 9 10 11 12 13 14	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you	
4 5 6 7 8 9 10 11 12 13 14 15	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share		4 5 6 7 8 9 10 11 12 13 14 15	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that?	
4 5 6 7 8 9 10 11 12 13 14 15 16	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between		4 5 6 7 8 9 10 11 12 13 14 15 16	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes	
4 5 6 7 8 9 10 11 12 13 14 15 16 17	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve.		4 5 6 7 8 9 10 11 12 13 14 15 16 17	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as		4 5 6 7 8 9 10 11 12 13 14 15 16	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as possible.		4 5 6 7 8 9 10 11 12 13 14 15 16 17	charges Do you see that? A Yes, I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as possible. I have found in every case.		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of this section beginning with the words in Tennessee?	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as possible. I have found in every case, though, the way to resolve this detail,		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of this section beginning with the words in Tennessee? A Tennessee is the only state where	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as possible. I have found in every case, though, the way to resolve this detail, get the individual records available.		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of this section beginning with the words in Tennessee? A Tennessee is the only state where BellSouth is currently offering a fused	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as possible. I have found in every case, though, the way to resolve this detail, get the individual records available. Both parties agree on the records.		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of this section beginning with the words in Tennessee? A Tennessee is the only state where BellSouth is currently offering a fused amped billing option for DC power	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as possible. I have found in every case, though, the way to resolve this detail, get the individual records available. Both parties agree on the records.		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of this section beginning with the words in Tennessee? A Tennessee is the only state where BellSouth is currently offering a fused amped billing option for DC power Q So this section would not apply in any	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as possible. I have found in every case, though, the way to resolve this detail, get the individual records available.		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of this section beginning with the words in Tennessee? A Tennessee is the only state where BellSouth is currently offering a fused amped billing option for DC power	
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	determine what the rate was at the applicable times of the agreements to determine what is owed for those appropriate times. I've been involved in working on that with other customers where, prices would go up and down and we'd have six months at one price, six months at a second price, another six months at a third price. I mean, it's an Excel spreadsheet. It's math exercise, but you work through what's there and you do it in an open and equitable manner. You share the information back and forth between yourself and your customer and you solve out the issue and come up to as much as possible. I have found in every case, though, the way to resolve this detail, get the individual records available. Both parties agree on the records. They agree on what's at issue, and then they		4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	charges Do you see that? A Yes. I do Q Could you please return to Exhibit 9? Look at the page numbered 45 at the top And do you see where it says BellSouth version? A Yes Q And that this is BellSouth's version of 8 11 1? A Yes Q That language begins in Tennessee Do you see that? A Yes Q Do you know what the significance is of this section beginning with the words in Tennessee? A Tennessee is the only state where BellSouth is currently offering a fused amped billing option for DC power Q So this section would not apply in any other BellSouth state?	

		т-		
١.	Page 23-	.		Page 236
	Q So then to revisit your testimony	1	A It's going to vary greatly depending on	J
2	BellSouth has, in fact, proposed language	2	how much power is needed and what level of	,
3	to govern grandfathering of DC power rates	3	equipment is necessary to make that	
1 +	in Tennessee, is that correct?	4	happen In order to power our electric	
5	A I mean, the issue of Tennessee is there	5	equipment the same, whether it's BellSouth	
6	are used amp and fused amp billing options	6	equipment or CLEC equipment, we have to	
7	in Tennessee So yes, we have proposed	7	bring electrical feed in from the electric	
8	11 I grandfathered rights for how we	8	utility We then condition and support	
9	handle Tennessee	9	that with a standby generator We then	
10	Q Have you proposed language to govern	10	feed that through an AC to DC converter to	
11	grandfathering of DC power rates for any	11	make that into DC power We support that	
12	other state?	12	DC power plant with strings of batteries,	
13	A Not that I'm aware of	13	that's the end cable and distribute it	
14	Q Could a CLP use or draw power if its power	14	throughout the office at various voltage	
15	cabling were not installed?	15	levels to distribution ports, frames, et	
16	A Not that I'm aware of, no It would be	16	cetera Then it's also cabled to either	
17	neat if we could find a way though	17	BellSouth's equipment or to CLEC	
18	Q What in your mind would be an	18	collocated equipment for them to connect	
19	appropriate strike that	19	to So we've that's game to see I	
20	Is it your position that CLPs	20	to So we've that's going to vary In	
21	should pay recurring charges for power if	21	some cases, it may be as simple as	
22	they cannot use that power's	$\begin{vmatrix} 21\\22 \end{vmatrix}$	connecting a power cable from a BDFB to	
23	A It would depend on the reasons for not	23	the collocations's space In other cases	
24	being able to use that power If a CLP		the requested power need for the CLP may	
25	has ordered power from BellSouth and we	24	be more than we have available, so we have	
	nas ordered power from Bensouth and we	25	to invest in putting a new DC power plant	
	Page 235			
1	have configured and made it available.	1	in there. In some cases the required	Page 237
2	ready, and turned it over to them, then	2	in there. In some cases the requested	
3	they have simply not done their own wiring	$\frac{2}{3}$	power load may actually be more than our	1
4	of the cable and we've dedicated a	4	standby AC generators are rated to carry,	
5	considerable amount of assets and a	5	so we have a put an entire new standby AC	
6	considerable amount of resources as well	6	power generator And in the most extreme	
7	as having a portion of our BDFB dedicated	7	cases, it may be more than our electrical	ŀ
8	to them and it's simply waiting for them,	1	feed that we get from our utilities, so we	Į
9	so at that in that case, they should	8	may have to request an additional	1
10	definitely pay If for some reason we're	9	electrical feed from the utilities All	
ii	the cause for them not being able to use	10	of those things are possible and could be	1
12	the power because we're late or something	11	triggered by any increase in power	ļ
13	like that, then they should not It just	12	requirements in the central office	
14	depends on the cause	13	location, whether it be from BellSouth	
15	O But in oither or out, would the CLD.	14	equipment or a collocated CLP	
16	Q But meither event, would the CLP be	15	Q And the cost that you've just outlined for	
17	actually drawing power, is that correct? A That is correct	16	me, would they be recovered from a CLP in	
18		17	a non-recurring charge?	- 1
19	Q On page 42 of your testimony, you state	18	A They could be or it could also be covered	ŀ
20	that BellSouth would have made an	19	in a recurring charge	- 1
	investment in infrastructure that is	20	Q And do you know how over what period	j
21 22	necessary to convert commercial AC	21	of time the recurring charge is geared in	1
22	electricity to DC power. Do you see that?	22	order to fully recover the cost of that	ŀ
	A Yes	23	initial investment that you described?	
			mittal investment that you described?	1
24	Q Can you tell me what the financial cost of	24	A I don't know	
			A I don't know Q You don't know if it would take a year for	

,	Page 238			Page 240
	BellSouth to recoup its investment?		not be done that way, is that correct?	
2	A I'm not familiar with the cost of these	2	A I believe some of the commissions and our	
3	that have been developed, the rates in the	3	position, we only have recurring rates	
4	DC power side	4	with power I believe that is the case in	
5	Q Do you know whether cost studies have been	5	Tennessee, but I'm not positive as to	
6	developed ⁹	6	whether or not we have limited	
7	A I believe they have been, yes	7	non-recurring rate But as in the	1
8	Q Please turn to page 50 of your testimony	8	agreement, you can determine compensation	
9	And at lines 11 through 14, you state that	9	for costs whether through not occurring or	
10	after you reviewed section 9.1.1 of	10	recurring rates	
11	Attachment 4, you've determined that the	li	Q On page 45 of your testimony, if you could	
12	last sentence of something needs to be	12	please turn to that page Make the	
13	stricken in its entirety. The last	13	statement in lines 1 to 3 that when	
14	sentence of what?	14		
15	A I believe it's the last sentence of		BellSouth provisions the collocation space	
16	section 9 1 1	15	in accordance with the CLP's	
17		16	specifications, it should be compensated	
18	Q All right That appears at page 46 of	17	when the space is turned over to the CLP	ļ
	Exhibit 9, if you want to take a look at	18	for its use	
19	it Which sentence should be stricken?	19	A That is correct	
20	A I believe the last one It's read as	20	Q Is it your position that it is only	- 1
21	non-recurring charges for 48-volt DC power	21	through the imposition of recurring costs	
22	distribution will be based on the costs	22	for DC power that BellSouth would be	
23	associated with collocation power plant	23	compensated when the collocation space is	
24	investment and the associated	24	turned over to the CLP')	
25	ınfrastructure	25	MR CULPEPPER Object to the form	
١,	Page 239			Page 241
1	Q Now, can you please look at section 9.1.2,	1	of the question	Page 241
2	Q Now, can you please look at section 9.1.2, which is on the next goes onto the	2	A This particular issue has to do with the	Page 241
2	Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page	2 3	A This particular issue has to do with the commencement of DC power billing I don't	Page 241
2 3 4	Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay	2 3 4	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak	Page 241
2 3 4 5	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding 	2 3	A This particular issue has to do with the commencement of DC power billing I don't	Page 241
2 3 4 5 6	Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be	2 3 4 5 6	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so	Page 241
2 3 4 5 6 7	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? 	2 3 4 5	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so Q. So would you expect that BellSouth could	Page 241
2 3 4 5 6 7 8	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth 	2 3 4 5 6	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so Q. So would you expect that BellSouth could	Page 241
2 3 4 5 6 7 8 9	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are 	2 3 4 5 6 7	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so Q. So would you expect that BellSouth could have received compensation in a better.	Page 241
2 3 4 5 6 7 8 9	Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words	2 3 4 5 6 7 8	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so Q. So would you expect that BellSouth could	Page 241
2 3 4 5 6 7 8 9 10	Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that?	2 3 4 5 6 7 8 9	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over?	Page 241
2 3 4 5 6 7 8 9 10 11	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct 	2 3 4 5 6 7 8 9	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so Q. So would you expect that Bell South could have received compensation in a better form from the CLP when space is turned over? A I believe there's probably compensation	Page 241
2 3 4 5 6 7 8 9 10	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct 	2 3 4 5 6 7 8 9 10 11 12	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that Bell South could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not	Page 241
2 3 4 5 6 7 8 9 10 11	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for 	2 3 4 5 6 7 8 9 10 11 12 13	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over. A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or	Page 241
2 3 4 5 6 7 8 9 10 11 12 13	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? 	2 3 4 5 6 7 8 9 10 11 12 13 14	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed.	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been 	2 3 4 5 6 7 8 9 10 11 12 13 14 15	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss.	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that Bell South could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service.	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that Bell South could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service.	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring charges or not 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service Commission.	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring charges or not Q All right So I believe you testified 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service Commission. A. Yes. Q. And at lines 13 and 14, it states that	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring charges or not Q All right So I believe you testified that the initial investment that BellSouth	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service Commission. A. Yes. Q. And at lines 13 and 14, it states that billing of monthly recurring charges.	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring charges or not Q All right So I believe you testified that the initial investment that BellSouth makes to create power infrastructure in a 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service Commission. A. Yes. Q. And at lines 13 and 14, it states that billing of monthly recurring charges should begin in the next billing cycle.	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring charges or not Q All right So I believe you testified that the initial investment that BellSouth makes to create power infrastructure in a collocation could be recovered through 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that Bell South could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service Commission. A. Yes. Q. And at lines 13 and 14, it states that billing of monthly recurring charges should begin in the next billing cycle.	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring charges or not Q All right So I believe you testified that the initial investment that BellSouth makes to create power infrastructure in a collocation could be recovered through non-recurring rates? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that Bell South could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service Commission. A. Yes. Q. And at lines 13 and 14, it states that billing of monthly recurring charges should begin in the next billing cycle. A. Yes. Q. Do you see that?	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring charges or not Q All right So I believe you testified that the initial investment that BellSouth makes to create power infrastructure in a collocation could be recovered through non-recurring rates? A It could be, yes 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that BellSouth could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service. Commission. A. Yes. Q. And at lines 13 and 14, it states that billing of monthly recurring charges should begin in the next billing cycle. A. Yes. Q. Do you see that? A. Yes. This was in direct quotes from the	Page 241
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q Now, can you please look at section 9 1 2, which is on the next goes onto the next page A Okay Q Would that sentence regarding non-recurring charges also need to be stricken? A I don't know, to tell you the truth Q The BellSouth language that we are reviewing begins, again, with the words Tennessee Do you see that? A That's correct Q In Tennessee, would it be appropriate for BellSouth to charge non-recurring charges? A I don't know what rate structure has been established by Tennessee Regulatory Authority, if they include non-recurring charges or not Q All right So I believe you testified that the initial investment that BellSouth makes to create power infrastructure in a collocation could be recovered through non-recurring rates? 	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A This particular issue has to do with the commencement of DC power billing. I don't think it speaks nor am I trying to speak to other compensation for collocation space that might also be involved, so. Q. So would you expect that Bell South could have received compensation in a better form from the CLP when space is turned over? A. I believe there's probably compensation for the actual collocation space. I'm not familiar with what rates they would be or how they would be assessed. Q. At page 46 of your testimony, you discuss an order of the Florida Public Service Commission. A. Yes. Q. And at lines 13 and 14, it states that billing of monthly recurring charges should begin in the next billing cycle. A. Yes. Q. Do you see that?	Page 241

n 2/2 l	,
Page 242	Page 244
1 Q Yes. it appears 1 form of the question 2 A Okay 2 A I don't know if this was stipulated by	- C
2 A Okay 3 Q at line 14 on page 46 2 A I don't know if this was stipulated by 3 they had a chance to review it or if it	ciore
4 A Yes 4 was stipulated during or after So I	
5 Q All right I'm handing you a document 5 don't know what the particular comm	
6 that I've marked Exhibit 14 6 I do know if it's stipulated language	
7 (DEPOSITION EXHIBIT NO 14 WAS MARKED) 7 at least the CLECs and BellSouth agr	
8 Q Do you recognize this document. Mr Fogle? 8 it	ec 10
9 A No, I do not 9 Q And can you tell me on pages 5 to 6	which
10 Q I invite you to look at the date that's 10 is the language that you referred to or	, willen
been date stamped on the bottom of the language that you reterred to of language that you reterred	1
front page 12 discuss recurring charges for power	
13 A This is November 26th, 2003?	
14 Q And the top of the page before the Florida 14 A I don't see any mention in here to po	wer
15 Public Service Commission? 15 rates	, wei
16 A Yes 16 Q Is it your position that the stipulation	ո
17 Q And on the Exhibit 14 it lists Docket 17 that appears in the Florida Commission	
18 981834-TP? 18 order should apply in other BellSouth	
19 A Yes 19 states?	•
20 Q And I invite you to look back at your cite 20 A No, I think it should apply in Florida	a
21 to the Florida Commission Order discussed 21 MS JOYCE All right We've to	
22 at page 46 in your testimony 22 going quite awhile 1 think we should	1
23 A Yes 23 break for about ten minutes Go off the	
24 Q Could you accept that this is the order 24 record	
25 that you were quoting from? 25 (RECESS)	
D 20	
I A Yes Page 243 I BY MS JOYCE	Page 245
2 Q All right Now, look at page 5, please, 2 Q Mr Fogle, you have not provided an	_
3 of Exhibit 14 Page numbers are marked in 3 testimony with regard to Issue 46, is t	
4 the top left-hand corner 4 correct'	iiai
5 A Okay That's convenient 5 A I don't remember which issue 46 was	
6 Q And the language on Exhibit 14, page 5. 6 Q If you look on page 46 to 47, that is the same of the language of the same of the language of the same of the language of the same of the language of the lang	
7 that has the heading stipulated language, 7 end of Issue 44	the last
8 do you see that? 8 A Yeah	
9 A Yes, I do 9 Q Do you see that?	
10 Q Is that the same language that you're 10 A It appears I did not offer any testimo	_{ns}
11 quoting at page 46 of your testimony? 11 on Issue 46	•
12 A Yes 12 Q And why didn't you offer any testime	onv?
13 Q Do you know what it means when parties 13 A 1 don't even know what Issue 46 was	s, to
14 stipulate to language? 14 tell you the truth I don't remember 1	
15 A I believe it's a fancy term for agree 15 should say I don't recall. But I imagin	ne
16 Q So is the language quoted at page 5 16 there's another witness that we determ	uned
from page 5 of Exhibit 14 the 17 was probably more qualified to provide	le a
representation of an agreement' 18 response to that particular issue, if it's	
19 A Yes 19 still an issue in this proceeding	
20 Q Is it your position that the language that 20 Q The Joint Petitioners' statement with	
21 appears on page 5 is the product of the 21 respect to Issue 46 was what rates sho	uld
22 Florida Commission's review of the issue 22 apply for BellSouth supplying DC pov	wer
23 as to when should billing of monthly 24 recurring charges begin? 23 A Okay 24 O I'm going to show you a document the	
	nat I've
25 MR CULPEPPER Tobject to the 25 marked Exhibit 15	

DEPOSITION EXHIBIT NO 15 WAS MARKED 2 A Okay A Ok			1		
2 A Okay 3 Q Have you seen this document before, the 4 If front page of it, any way? 5 A Yes I may have or may not have seen this 6 particular document. I've seen some 7 direct testimony of Kathy Blake associated 8 with these arbitrations, but I don't know 9 if I've seen this particular North 10 Carolina version of this testimony 11 Q Do you see the header on page 1? 12 A Yes 13 Q States she's testifying - 14 A Uh-huh 15 Q un these same dockets in this case? 16 A Yes 17 Q Okay If you'd turn the page. It's 18 actually page 3 I was trying to 18 conomive, but MB Blake States at line I3 20 on page 3 that 46 is a resolved issue. Do 21 you see that? 22 A Yes, I do 22 Vou see that? 23 A I would sure hope so, if she's testifying 24 I it is 25 Q Would you be surprised that Joint 26 Q Did you review Joint Petitioners' 27 testimony, the written testimony with 28 respect to Issue 46 when you prepared your testimony in this case? 29 Q Would vou be surprised that Joint 29 Q All right. Can you please look at Exhibit 29 Q All right. Can you please look at	١,		١.		Page 248
3 O Have you seen this document before, the 4 front page of it, any war? 5 A Yes I may have or may not have seen this 6 particular document. Eve seen some 7 direct testimony of Kathy Blake associated 8 with these arbitrations, but I don't know 9 if I've seen this particular North 10 Carolina version of this testimony 11 Q Do you see the hader on page 1? 12 A Yes 13 Q States she's testifying - 14 A Uh-huh 15 Q - on these same dockets in this case? 16 A Yes 17 Q Okay if Iyou'd turn the page It's 18 actually page 3 I was trying to 19 conomize, but Ms Blake States at line 13 19 on page 3 that 46 is a resolved issue Do 21 you see that? 22 A Yes, I do 23 Q Do you have an understanding as to whether 24 I it is 25 A I would sure hope so, if she's testifying 26 Q Would you be surprised that Joint 27 testimony, the written testimony with 28 cream of the surprised that Joint 29 C you have an particular voice on the or present of the surprise of the surprised that and that are seen particular voice on the or present on the page of the seen of the seen of the state of the seen of the sessed for map per seen of the seed to DC power with the language that its bolded teans wheth states, recurring charges for negative 48-volt DC power will be assessed per amp per of capacity 4 State 4 Yes 4 Yes, I do 5 Q Mail given that thus far we've been these relate to DC power will be assessed per amp per seen of the sesses there may be other sections 4 Vell, given that thus far we've been these relate to DC power will be assessed per amp per seen on the bold at least the language that it sholded means wheth states, recurring charges that the language that is bolded means wheth a language that is bolded means wheth a language that is bolded means wheth sees of the seed of the seed of the section 8 II, the BellSouth installed power feed fused ampere and installed power feed fused ampere and installed power feed fused ampere and metall in terms of how much fisse capacity for negative 48-volt DC power feed fused ampere and metall or terms of h			l		
4 front page of it, any way? 5 A Yes I may have or may not have seen this of particular document. I've seen some direct testimony of Kathy Blake associated with these arbitrations, but I don't know a fi I've seen this particular North 9 these arbitrations, but I don't know 8 with these arbitrations, but I don't know 9 if I've seen this particular North 9 these arbitrations, but I don't know 9 if I've seen this particular North 9 these arbitrations, but I don't know 9 if I've seen this particular North 9 these some of this testimony 10 alanguage that is bolded means which 110 Carolina version of this testimony 10 alanguage that is bolded means which 111 alanguage that is bolded mans which 112 A Yes 12 A Yes 12 A Yes 12 A Yes 16 Q Nay I I've and I was a trially page 3 I was trying to 18 actually page 3 I was trying to 18 actually page 3 I was trying to 19 conomize, but M Shalke States at Itine 13 on page 3 that 46 is a resolved issue Do 20 you see that? 10 A Yes, I do 20 you have an understanding as to whether 12 I it is 18 Q Would you be surprised that Joint 19 Q Would you be surprised that Joint 19 Q Would you be surprised that Joint 19 Q Would you be surprised that Joint 19 Q Would you be surprised that Joint 19 Q Would you be surprised that Joint 19 Q Would you be surprised that Joint 19 Q Would you be surprised that Joint 19 Q Would you review Joint Petitioners' 19 Q Would you we would request and that we would 20 Q Didy ou review Joint Petitioners' 20 Q All right Can you please look at Exhibit 19 Q Do you have a position as to what 11 arises should apply to DC power in this interconnection agreement? 19 present the fell-South would be charging the CLP for DC power, and the seases of prempt the assessed per amp per month based upon the BellSouth would be charging the CLP for DC power, in this case of the power surprised that Joint 20 Q What does that mean't limited the sease of the power surprised that Joint 20 Q What does that mean't limited mixed the properties of the power surprised that Joint 20 Q What					
5 A Yes I may have or may not have seen this 6 particular document. I've seen some 7 direct testimony of Kathy Blake associated 8 with these arbitrations, but I don't know 8 if I've seen this particular North 10 Carolina version of this testimony 10 Q by ou see the header on page 1'? 11 states, recurring charges from the best of the header on page 1'? 12 A Yes 12 A Yes 14 A Uh-huh 15 Q in these same dockets in this case? 15 actually page 3 I was trying to 20 on page 3 that 46 is a resolved issue Do 19 you see that? 19 you see that? 19 you see that? 19 you see that? 19 you have an understanding as to whether 19 I sit 4 is 18 bolded via be surprised that Joint 2 you have an understanding as to whether 19 you have an understanding as to whether 19 I sit 4 for seed of the seed	1		1		
defect testimony of Kathy Blake associated with these arbitrations, but I don't know of I've seen this particular North 10 Carolina version of this testimony 10 Do you see the header on page 1'? 11 states of the seen this particular North 11 Q Do you see the header on page 1'? 12 A Yes 13 Q States sho's testifying 13 Q States sho's testifying 15 Q in these same dockets in this case? 16 A Yes 16 Q Nay Ifyou'd turn the page It's actually page 3 I was trying to 21 you see that? 17 Q O Nay Ifyou'd turn the page It's actually page 3 I was trying to 21 you see that? 18 actually page 3 I was trying to 21 you see that? 21 A Yes, I do 22 A Yes, I do 23 Q Do you have an understanding as to whether 18 I till 18 Q Do you have an understanding as to whether 19 Deveroment of the seed of the s		A Vos Lines have a way and have at			
direct testimony of Kathy Blake associated with these arbitrations, but I don't know fi I've seen this particular North Carolina version of this testimony 10			Ι.		
with these arbitrations, but I don't know of I'r version, and explain to me what the language that is bolded means which status, recurring charges for negative 48-volt DC power will be assessed per amp per month based upon the BellSouth's ecrified supplier engineered and mistalled power feed fused ampere capacity and the case symptom to the status of the month of the status of the month of the status of the month of the status of the month of the status of the month of the status of the month of the status of the month of the status of the month of the status of the month of the status of the stat			1		
9 version, and explain to me what the language that is bolded means which states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, recurring charges for negative states, visit and states, recurring charges for negative states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, visit and states, recurring charges for negative states, or visit and states, recurring charges for negative states, or visit and states, recurring charges for negative states, or visit and states, recurring charges for negative states, or visit and states, recurring charges for negative states, or visit and states, or visit and states, or visit and states, or visit and states, or visit and states, or visit and states, or visit and states, o	1	direct testimony of Kathy Blake associated	1		
10 Carolma version of this testimony 10 language that is bolded means which 11 Q. Do you see the header on page 1? 11 12 A Yes 12 48-volt DC power will be assessed per amp 12 48-volt DC power will be assessed per amp 13 13 14 A Uh-huh 14 15 Q in these same dockets in this case? 15 15 16 A Yes 16 Capacity 17 A Uh-huh 18 Capacity 18 actually page 3 I was trying to 18 actually page 3 I was trying to 18 actually page 3 I was trying to 18 actually page 3 I was trying to 18 actually page 3 I was trying to 19 Conomize, but Ms Blake States at line 13 19 Q. What does that mean? It means that the bolded language? Q. What does that mean? It means that the monthly recurring charges that BellSouth would be charging the CLP for DC power, in this case specifically minus 48-volt DC power, in this case specifically minus 48-volt DC power, wild be set based on their capacity And that comes back to what the CLP would request and that we would engineer and installed fused amp Page 247 testimoney beautiful to the properties of the situal of the properties of the pro		With these arbitrations, but I don't know	1	look at section 8 11, the BellSouth	
11 Q Do you see the header on page 1? 12 A Yes 13 Q States she's testifying 13 14 A Uh-huh 14 Che with the CLP would request and interested and installed fused amper capacity would be surprised that Joint 2 Q Do you have an understanding as to whether 1 18 18 2 Q Would you be surprised that Joint 2 Q Would you review Joint Petitioners' 15 Q Would you review Joint Petitioners' 16 Q Do you have a position as to what respect to Issue 46 when you prepared your testimony, in this case? 16 Q Did you review Joint Petitioners' 17 Q Would you experienced that Joint 2 Q Did you review Joint Petitioners' 18 Q Did you review Joint Petitioners' 19 Q Would you experienced that Joint 2 Q Did you review Joint Petitioners' 10 A I did, but it's been quite awhile since 1 did that 11 at state 16 A I haven't Since I was under the presumption that 46 was closed or resolved. 18 Po you have a position as to what mitter connection agreement? 18 Po you have a position as to what mitter connection agreement? 19 Q All right. Can you please look at Exhibit 3 Q All right. Can you please look at Exhibit 4 A Haven't Since I was under the presumption that 46 was closed or resolved. 18 Po you have a position as to what mitter on the fact of the power capacity to that CLEC collocation space. 17 Po you have a position as to what mitter on the fact of the power capacity to that CLEC collocation space. 18 Po you have a position as to what mitter on the fact of the power capacity to that CLEC collocation space. 18 Po you have a position as to what mitter on the fact of the power capacity to that CLEC collocation space. 17 Po you have a position as to what mitter on the fact of the power capacity to that CLEC collocation space. 18 Po you have a position as to what mitter on the fact of the power capacity to that CLEC collocation space. 18 Po you have a position as to what mitter on the fact of the power capacity to that CLEC coll		Construe contrar a Calculation	1 .	version, and explain to me what the	
12 A Yes 13 Q States she's testifying 13 per month based upon the BellSouth's certified supplier engineered and installed power feed fused ampere capacity in the Blake States at line 13 16 A Yes 16 capacity A Uh-huh 14 actually page 3 Iwas trying to 16 capacity 17 A Your question was asking me to explain the bolded language? Q What does that mean? Q would see that? Q What does that mean? Q What does that mean? It means that the monthly recurring charges that BellSouth would be charging the CP for DC power, in this case specifically, minus 48-volt DC power, would be set based on their engineered and installed fused amp. 1			1		
13 Q States she's testifying 13			1		
14 A Uh-huh 15 Q in those same dockets in this case? 16 A Yes 17 Q Okay If you'd turn the page It's 18 actually page 3 I was trying to 19 conomize, but Ms Blake States at line 13 19 conomize, but Ms Blake States at line 13 19 Q What does that mean? It means that the 18 bolded language? 19 Q What does that mean? It means that the 10 would be charging the CLP for DC power, in 10 would be charging the CLP for DC power, in 11 secure 40 km stalled fused amp. 11 secure 40 km stalled fused amp. 11 secure 40 km stalled fused amp. 12				48-volt DC power will be assessed per amp	
15 Q in these same dockets in this case? 16 A Yes 17 Q Okay If you'd turn the page It's actually page 3 I was try ing to 18 actually page 3 I was try ing to 19 economize, but Mis Blake States at line 13 20 on page 3 that 46 is a resolved issue Do 20 A Yes, I do 21 you see that? 21 would see that? 22 A Yes, I do 23 Q Do you have an understanding as to whether Issue 46 is resolved? 24 power, would be charging the CLP for DC power, in white case specifically minus 48-volt DC power, would be set based on their engineer and installed fused amp Page 249 25 A No, I'm not surprised A No, I'm not surprised A No, I'm not surprised A No, I'm not surprised A I would you be surprised that Joint Potthoners' position is that 46 has not been resolved? 4 been resolved? 5 Child that				per month based upon the BellSouth's	
16 A Yes 17 Q Okay If you'd turn the page It's 18 actually page 3 I was try mg to 19 cconomize, but Ms Blake States at line 13 20 on page 3 that 46 is a resolved issue Do 21 you see that? 22 A Yes, I do 23 Q Do you have an understanding as to whether 24 I sue 46 is resolved? 25 A I would sure hope so, if she's testifying 26 Would you be surprised that Joint 27 Page 247 28 Q Would you be surprised that Joint 29 Q Would you be surprised that Joint 30 Petitioners' position is that 46 has not been resolved? 40 Q Ddy on review Joint Petitioners' 41 testimony, the written testimony with respect to Issue 46 when you prepared your testimony in the case? 42 Q All right Can you please look at Exhibit and the power feed fused ampercapacity relates to the did that rates should apply to DC power in this interconnection agreement? 42 A I haven't Smee I was under the page It's 43 Page 249 44 Q Would you except that sections 8 II 16 A I haven't Smee I was under the page It's 45 A No, I'm not surprised 46 I haven't Smee I was under the page It's 47 T Your question was asking me to explain the bolded language? 48 Vould does that mean? It means that the would be charging the CLP for DC power, in this case specifiedly minus 48-volt DC 42 power, would be charging the CLP for DC power, in this case specifiedly minus 48-volt DC 49 power, would be charging the CLP for DC power, in this case assess to what the CLP would request and that we would engineer and installed request and that we would request to the power feed fused amper apacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? 40 Library 19 po you have a position as to what rates should apply to DC power in this interconnection agreement? 41 tits 42 c Would you be surprised that Joint 20 power feed fused ampere apacity to that CLEC collocation space. 43 Library 19 poyen have a position at the power apace and the two would engineer a hundred ampere DC power feed fused and the we would engineer a hundred ampere collocation space.					
17 Q Okay If you'd turn the page It's actually page 3 I was trying to 19 concomize, but Ms Blake States at line 13 on page 3 that 46 is a resolved issue Do 21 you see that? 21 would see that? 22 A Yes, I do 23 Q Do you have an understanding as to whether 1 lissue 46 is resolved? 24 Issue 46 is resolved? 25 A I would sure hope so, if she's testifying 25 A I would sure hope so, if she's testifying 26 A I would you be surprised that Joint 27 Q Would you be surprised that Joint 38 Petitioners' position is that 46 has not 4 been resolved? 4 been resolved? 4 been resolved? 4 been resolved? 4 been resolved? 5 A No, I'm not surprised that Joint 6 Petitioners' position is that 46 has not 5 been resolved? 4 been resolved? 4 fused amp cannot gine and install in terms of how much 18 respect to Issue 46 when you prepared your 19 been resolved. 1 A I did, but it's been quite awhile since 1 did that 19 Do you have a position as to what 11 rates should apply to DC power in this 11 micronnection agreement? 11 micronnection agreement? 12 micronnection agreement? 13 micronnection agreement? 14 rates should apply to DC power in this 15 micronnection agreement? 16 A I haven't Since I was under the 17 presumption that 46 was closed or 17 resumption that 46 was closed or 18 resolved. I hav ch't developed a position on that one issue in particular 19 Q All right Well, if I could direct your 21 attention to page 44 Again, numbers are on the top right 40 Would you eveept that sections 8 11 24 defining what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is the best method for determine what is th					
actually page 3. I was trying to coonomize, but Ms. Blake States at line 13 on page 3 that 46 is a resolved issue. Do 21 you see that? 22 A Yes, I do 23 Q Do you have an understanding as to whether lissue 46 is resolved? 24 It is 26 Q Would you be surprised that Joint Petitioners' position is that 46 has not been resolved? 27 A No, I'm not surprised 28 A No, I'm not surprised 39 Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? 30 Q Did you review Joint Petitioners' testimony in this case? 31 A I did, but it's been quite awhile since I did that 32 Q All right. Can you please look at Exhibit a rates should apply to DC power in this increonnection agreement? 31 A Thaven't Since I was under the presumption that 46 was closed or resolved. I have en't developed a position on that one ressue in particular on that one ressue in particular attention to page 44 Agam, numbers are on the top right. 31 A Okay, I'm there. 32 bolded language? 32 What does that mean? It means that the monthly recurring charges that BellSouth would be staked on their case se specifically minus 48-volt DC power, in this case se specifically minus 48-volt DC power, in this case se specifically minus 48-volt DC power, that we would amplification to page 44 Agam, numbers are on the top right. 32 A Okay, I'm there 33 bolded language? 4 A What does that mean? It means that the monthly recurring charges that BellSouth would be staked on their case sepecifically minus 48-volt DC power, in this case sepecifically minus 48-volt DC power, that we would mistall in terms of how much fused amp each that we would mistall in terms of how much fused amp capacity they would request and installed power feed fused ampere apacity relates to be mistalled in its collocation space? 4 DC power that the CLP requests to be mistalled in its collocation space. 4 Deliver its probably to their collocation space. 5 Q All right Well, if I could direct your attention to page 44 Agam, num					
conomize, but Ms Blake States at line 13 on page 3 that 46 is a resolved issue Do you see that? A Yes, I do Q Do you have an understanding as to whether lssue 46 is resolved? A I would sure hope so, if she's testifying Page 247 It is Q Would you be surprised that Joint Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit P Do you have a position as to what rates should apply to DC power in this increonnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q Would you except that sections 8 II Page 247 If we would does that mean? It means that the monthly recurring charges that BellSouth would be charging the CLP for DC power, in this case specifically, minus 48-volt DC power, would be set based on their capacity. And that comes back to what the CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear Q All right Can you please look at Exhibit Q All right Can you please look at Exhibit proportion and the would be not a CLP for DC power in this interconnection agreement? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP requests to be full did fine to would mistall and fuse that specific ampere capacity to that CLEC collocation space Q Mit right well. if I could direct your attention to page 44 Again, numbers are on the top right Q Would you except that sections 8 II Page 247 I his case specifically minus 48-volt DC power, would be set based on their capacity And that comes back to what the CLP would request and that we would engineer and install in terms of how much for a capacity And that comes back to wh					
on page 3 that 46 is a resolved issue Do you see that? A Yes, I do Do you have an understanding as to whether Issue 46 is resolved? A I would sure hope so, if she's testifying Page 247 It is Q Would you be surprised that Joint Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' A No, I'm not surprised Q Did you review Joint Petitioners' A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit a rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the present a sessive on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right Q Would you except that sections 8 II A What does that mean? It means that the monthly recurring charges that BellSouth would be charging the CLP for DC power, in this case specifically minus 48-volt DC power, would be earging the CLP for DC power, in this case specifically minus 48-volt DC power, would be charging the CLP for DC power, in this case specifically minus 48-volt DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would be charging the CLP for DC power, would request and that we would engineer and installed fused anpered that we would request and that we would request and that we would request and that we would request and that we would request and that we would request and that we would request and that we would request and that we would request and that we would request and that we wo					
21 you see that? 22 A Yes, I do 23 Q Do you have an understanding as to whether 24 Issue 46 is resolved? 25 A I would sure hope so, if she's testifying 26 Page 247 1 It is 27 Q Would you be surprised that Joint 28 Q Would you be surprised that Joint 39 Petitioners' position is that 46 has not 40 been resolved? 41 A No, I'm not surprised 42 Q Did you review Joint Petitioners' 43 A No, I'm not surprised 44 respect to Issue 46 when you prepared your 45 testimony, the written testimony with 46 respect to Issue 46 when you prepared your 47 testimony in this case? 48 I did, but it's been quite awhile since I 49 Do you have a noil on you please look at Exhibit 49 Do you have a position as to what 40 I haven't Since I was under the 40 presumption that 46 was closed or 41 reads should apply to DC power in this 42 interconnection agreement? 43 I haven't Since I was under the 44 presumption that 46 was closed or 45 T resolved. I haven't developed a position 46 O All right Well, if I could direct your 47 attention to page 44 Again, numbers are 48 on the top right 49 O Would you except that sections 8 II 20 Would you except that sections 8 II 21 A Oday, I'm there 22 D Would you except that sections 8 II					
22 A Yes, I do 23 Q Do you have an understanding as to whether 24 Issue 46 is resolved? 25 A I would sure hope so, if she's testifying 26 Page 247 1 It is 2 Q Would you be surprised that Joint 3 Petitioners' position is that 46 has not 4 been resolved? 4 Lestimony, the written testimony with 5 respect to Issue 46 when you prepared your 6 testimony, in this case? 7 testimony, in this case? 8 testimony in this case? 9 testimony in this case? 10 A I did, but it's been quite awhile since I did that 11 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? 12 Q All right Can you please look at Exhibit presumption that 46 was closed or resolved. I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular on that one issue in particular attention to page 44 Again, numbers are on the top right. 2 A Okay, I'm there 2 Q Would you except that sections 8 II 2 Q Would you except that sections 8 II 2 Q Would you except that sections 8 II 2 Q Would you except that sections 8 II		you see that?			
23 Q Do you have an understanding as to whether 24 Issue 46 is resolved? 25 A I would sure hope so, if she's testifying 26 Page 247 1 It is 27 Q Would you be surprised that Joint 3 Petitioners' position is that 46 has not been resolved? 4 A No, I'm not surprised 4 D Did you review Joint Petitioners' 5 A No, I'm not surprised 6 Q Did you review Joint Petitioners' 7 testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? 8 I I I I I I I I I I I I I I I I I I I		•			
24 Issue 46 is resolved? 25 A I would sure hope so, if she's testifying 26 27 28 29 29 29 29 29 29 29					
25 A I would sure hope so, if she's testifying 25 engineered and installed fused amp Page 249 1 it is 2 Q Would you be surprised that Joint 3 Petitioners' position is that 46 has not been resolved? 4 No, I'm not surprised 5 A No, I'm not surprised 6 Q Did you review Joint Petitioners' 7 testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? 9 testimony in this case? 10 A I did, but it's been quite awhile since I did that 12 Q All right Can you please look at Exhibit artes should apply to DC power in this interconnection agreement? 16 A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular 20 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 10 Q Would you except that sections 8 II 11 did, but it's been quite awhile since I did that 12 Q All right Can you please look at Exhibit and the collocation space. It is probably to their collocation space, but, yes, an example would engineer a hundred ampere DC power feed undered ampere capacity to that CLEC collocation space. 12 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right. 13 A Okay, I'm there 14 CLP would request and that we would engineer and installed fused ampere load that 14 CLP would request and that we would engineer and install in terms of how much feused ampered and installed register and install in terms of how much feused ampered and installed register and install in terms of how much feused ampered and installed register and install in terms of how much feused ampered capacity they would request and that we would engineer and install in terms of how much feused ampered capacity for hegative 48-volt DC power feed fused ampere capacity relates to the power engineer and install in terms of how much feused ampered capacity for hegative 48-volt DC power feed fused ampere capacity for hegative 48-volt DC power feed fused amp		Issue 46 is resolved?			
Page 247 It is Q Would you be surprised that Jomt Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that that it is should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there Page 247 I capacity And that comes back to what the CLP would request and install in terms of how much fused amp capacity they would request CLP would request and that we would request and install in terms of how much fused amp capacity they would request CLP would request and that we would request and install in terms of how much fused amp capacity they would request A Uh-huh D O the clause engineered and installed power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity relates to th					
1 capacity And that comes back to what the 2 Q Would you be surprised that Joint 3 Petitioners' position is that 46 has not 4 been resolved? 5 A No, I'm not surprised 6 Q Did you review Joint Petitioners' 7 testimony, the written testimony with 8 respect to Issue 46 when you prepared your 10 A I did, but it's been quite awhile since I did that 11 Q All right Can you please look at Exhibit 12 Q All right Can you please look at Exhibit 13 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? 14 Takes should apply to DC power in this interconnection agreement? 15 Interconnection agreement? 16 A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular 19 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 20 Q Would you except that sections 8 II 11 capacity And that comes back to what the CLP would request and that we would engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused amperable to be clear 6 A Uh-huh 7 Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? 10 DC power that the CLP requests to be installed in its collocation space? 11 a CLP would request and that we would request 6 A Uh-huh 7 Q the clause engineered and installed power capacity for negative 48-volt DC power feed fused in its collocation space? 10 DC power that the CLP requests to be installed in its collocation space? 11 a CLP ordered a hundred ampere DC power feed fused in its collocation space would engineer a hundred ampere DC power feed fused in its collocation space. 12 a No All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 13 capacity he would request and that we woul	L_	- The state trope so, it shots testifying	2.7	engineered and instance rused amp	
1 capacity And that comes back to what the 2 Q Would you be surprised that Joint 3 Petitioners' position is that 46 has not 4 been resolved? 5 A No, I'm not surprised 6 Q Did you review Joint Petitioners' 7 testimony, the written testimony with 8 respect to Issue 46 when you prepared your 10 A I did, but it's been quite awhile since I did that 11 Q All right Can you please look at Exhibit 13 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? 14 Tales should apply to DC power in this interconnection agreement? 15 Interconnection agreement? 16 A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular 10 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 12 Q Would you except that sections 8 II 1 capacity And that comes back to what the CLP would request and that we would engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused amperable to be clear 6 A Uh-huh 7 Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? 1 believe it's probably to their collocation space and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how only and proper developed a power feed fused ampere back to what the CLP would request on the top repair to be clear 6 A Uh-huh 7 Q the clause engineered and installed power capacity relates to the power capacity relates to the power capacity for negative 48-volt DC power feed fused in its collocation space? 1 believe it's probably to their collocation space and install		Page 247			Page 749
2 Q Would you be surprised that Joint 3 Petitioners' position is that 46 has not 4 been resolved' 5 A No, I'm not surprised 6 Q Did you review Joint Petitioners' 7 testimony, the written testimony with 8 respect to Issue 46 when you prepared your 9 testimony in this case? 9 A I did, but it's been quite awhile since I did that 12 Q All right Can you please look at Exhibit of trates should apply to DC power in this interconnection agreement? 14 I haven't Since I was under the presumption that 46 was closed or presumption that 46 was closed or on that one issue in particular 19 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 10 A Okay, I'm there 11 Guide that the CLP interest and that we would engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and install in terms of how much fused engineer and installed engineer dand installed power feed fused ampere capacity for negative 48-volt DC power feed fused ampere capacity for heapting in the fused engineer and installed in the clause engineer dand installed in the clause engineer dand installed in the clause engineer dand installed in the clause engineer 48-volt DC power feed fused ampere capacity to their collocation space. 14 I believe it's probably to their	1		1	capacity. And that comes back to what the	
Petitioners' position is that 46 has not been resolved'? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there Q Would you except that sections 8 II a Cingincer and install in terms of how much fused amp capacity they would request I sugain, to be clear A Uh-huh 7 Q the clause engineered and installed power feed fused ampere capacity relates to the power feed fused ampere capacity relates to the power feed fused ampere capacity for negative 48-volt DC power feed fused ampere capacity for negative 48-volt DC power feed fused ampere apacity for negative 48-volt DC power feed fused ampere capacity for negative 48-volt DC power feed fused ampere capacity for negative 48-volt DC power feed fused ampere capacity for negative 48-volt DC power feed fused ampere capacity for negative 48-volt DC power feed fused ampere of their capacity for negative 48-volt DC power feed fused ampere of their capacity for negative 48-volt DC power feed fused ampere of their capacity for negative 48-volt DC power feed fused ampere of their capacity for negative 48-volt DC power feed fused ampere of their capacity for negative 48-volt DC power feed fused ampere of feed fused ampere of meant in the CLF of their capacity for negative 48-volt DC power feed fused ampere of feed fused ampere of feed fused ampere of feed fused ampere of feed fused fused ampere of feed fused fused ampere of feed fused fused ampere of feed fused fused fused fused fused fused fused fused fused fused fused fused fused fused		Q Would you be surprised that Joint			
5 A No, I'm not surprised 6 Q Did you review Joint Petitioners' 7 testimony, the written testimony with 8 respect to Issue 46 when you prepared your 9 testimony in this case? 9 to the power capacity for negative 48-volt 10 A I did, but it's been quite awhile since I 11 did that 12 Q All right Can you please look at Exhibit 13 9 Do you have a position as to what 14 rates should apply to DC power in this 15 interconnection agreement? 16 A I haven't Since I was under the 17 presumption that 46 was closed or 18 resolved. I haven't developed a position 19 on that one issue in particular 20 Q All right Well, if I could direct your 21 attention to page 44 Again, numbers are 22 on the top right 23 A Okay, I'm there 24 Q Would you except that sections 8 II 25 Q So, again, to be clear 6 A Uh-huh 7 Q the clause engineered and installed 8 power feed fused ampere capacity relates 10 DC power from the clause engineered and installed 11 power feed fused ampere capacity to their 12 DC power that the CLP requests to be installed in its collocation space? 12 A I believe it's probably to their 13 ocllocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space 20 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 21 A sit comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	1 7			CLP would request and that we would	1
A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit Q Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there Q Would you except that sections 8 II S Q So, again, to be clear 6 A Uh-huh 7 Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space Q What does it mean to engineer 4? A S it comes about, I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that		Petitioners' position is that 46 has not		CLP would request and that we would	
testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit Po Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there Q Would you except that sections 8 II To DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would mstall and fuse that specific ampere capacity to that CLEC collocation space What does it mean to engineer 4? A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4	Petitioners' position is that 46 has not been resolved?	3	CLP would request and that we would engineer and install in terms of how much	
8 respect to Issue 46 when you prepared your 9 testimony in this case? 10 A I did, but it's been quite awhile since I 11 did that 12 Q All right. Can you please look at Exhibit. 13 9 Do you have a position as to what 14 rates should apply to DC power in this 15 interconnection agreement? 16 A I haven't. Since I was under the 17 presumption that 46 was closed or 18 resolved. I haven't developed a position 19 on that one issue in particular 20 Q All right. Well, if I could direct your 21 attention to page 44. Again, numbers are 22 on the top right. 23 A Okay, I'm there 24 Q Would you except that sections 8 II 18 power feed fused ampere capacity for negative 48-volt. 19 DC power that the CLP requests to be 10 DC power that the CLP requests to be 11 installed in its collocation space? 12 A I believe it's probably to their 13 collocation space, but, yes, an example 14 would be if a CLP ordered a hundred 15 amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed fused ampere apacity to their 14 installed in its collocation space? 15 A I believe it's probably to their 16 would be if a CLP ordered a hundred ampere oclocation space. 17 feed and then we would install and fuse that specific ampere capacity to that CLEC ocllocation space. 20 Q What does it mean to engineer 4? 21 A sit comes about. I mean, we have power occurred and the requested ampere load that	4 5	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised	3 4	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request	
testimony in this case? 10 A I did, but it's been quite awhile since I 11 did that 12 Q All right. Can you please look at Exhibit. 13 9 Do you have a position as to what. 14 rates should apply to DC power in this interconnection agreement? 15 interconnection agreement? 16 A I haven't. Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular 19 Q All right. Well, if I could direct your attention to page 44. Again, numbers are on the top right. 10 DC power that the CLP requests to be installed in its collocation space? 11 A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space. 12 Q All right. Well, if I could direct your attention to page 44. Again, numbers are on the top right. 13 A Okay, I'm there 24 Q Would you except that sections 8.11 25 I did that its of the power capacity for negative 48-volt. DC power that the CLP requests to be installed in its collocation space? 14 A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred ampere of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space. 18 that specific ampere capacity to that CLEC collocation space. 29 Q What does it mean to engineer 4? 21 A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6	Petitioners' position is that 46 has not been resolved. A No, I'm not surprised Q Did you review Joint Petitioners'	3 4 5 6	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh	
testimony in this case? A I did, but it's been quite awhile since I did that Q All right. Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't. Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular. Q All right. Well, if I could direct your attention to page 44. Again, numbers are on the top right. A Okay, I'm there Q Would you except that sections 8.11— 10 DC power that the CLP requests to be installed in its collocation space.? 11 Installed in its collocation space.? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space. Q All right. Well, if I could direct your attention to page 44. Again, numbers are on the top right. A Okay, I'm there Q Would you except that sections 8.11— 20 to the power capacity for negative 48-volt. DC power that the CLP requests to be installed in its collocation space.? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred ampere of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space. Q What does it mean to engineer 4? A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with	3 4 5 6	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed	
did that 12 Q All right Can you please look at Exhibit 13 9 Do you have a position as to what 14 rates should apply to DC power in this 15 interconnection agreement? 16 A I haven't Since I was under the 17 presumption that 46 was closed or 18 resolved. I hav en't developed a position 19 on that one issue in particular 20 Q All right Well, if I could direct your 21 attention to page 44 Again, numbers are 22 on the top right 23 A Okay, I'm there 24 Q Would you except that sections 8 11 16 I believe it's probably to their 17 collocation space, but, yes, an example 18 would be if a CLP ordered a hundred 19 amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space 20 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 21 A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your	3 4 5 6 7	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q. So, again, to be clear A. Uh-huh. Q the clause engineered and installed power feed fused ampere capacity relates.	
Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? 13 amperes of minus 48-volt DC power, that we 14 would be if a CLP ordered a hundred 15 amperes of minus 48-volt DC power, that we 16 A I haven't Since I was under the 17 presumption that 46 was closed or 18 resolved. I haven't developed a position 19 on that one issue in particular 20 Q All right Well, if I could direct your 21 attention to page 44 Again, numbers are 22 on the top right 23 A Okay, I'm there 24 Q Would you except that sections 8 II 25 Instanted in the condents space 12 A I believe it's probably to their 13 collocation space, but, yes, an example 14 would be if a CLP ordered a hundred 15 amperes of minus 48-volt DC power, that we 16 would engineer a hundred ampere DC power 17 feed and then we would install and fuse 18 that specific ampere capacity to that CLEC 20 Q What does it mean to engineer 4? 21 A sit comes about. I mean, we have power 22 engineers who have a responsibility to 23 determine what is the best method for 24 Q Would you except that sections 8 II 26 delivering the requested ampere load that	4 5 6 7 8 9	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case?	3 4 5 6 7 8	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q. So, again, to be clear A. Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt.	
9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there Q Would you except that sections 8 11 13 collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space Q What does it mean to engineer 4? A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8 9	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I	3 4 5 6 7 8 9	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be	
rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there Q Would you except that sections 8 11 Is would be if a CLP ordered a hundred ampere of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space Q What does it mean to engineer 4? A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8 9 10	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that	3 4 5 6 7 8 9 10	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space?	
15 interconnection agreement? 16 A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular on the top right 20 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 21 A Okay, I'm there 22 Q Would you except that sections 8 II 23 A Own with a CEI officient a fundred ampere of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space 29 Q What does it mean to engineer 4? 21 A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8 9 10 11	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit	3 4 5 6 7 8 9 10 11	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their	
A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular 20 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 23 A Okay, I'm there 24 Q Would you except that sections 8 II 24 adapted so in initial 48-voit DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space 20 Q What does it mean to engineer 4? 21 A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what	3 4 5 6 7 8 9 10 11 12 13	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example	
presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular 18 that specific ampere capacity to that CLEC collocation space 19 collocation space 19 collocation space 20 Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right 21 A Okay, I'm there 22 collocation space 23 determine who have a responsibility to 24 Q Would you except that sections 8 11 24 delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this	3 4 5 6 7 8 9 10 11 12 13 14	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred	
resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there Q Would you except that sections 8 11 18 that specific ampere capacity to that CLEC collocation space 20 Q What does it mean to engineer 4? 21 A As it comes about. I mean, we have power engineers who have a responsibility to 22 determine what is the best method for 23 delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13 14 15	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement?	3 4 5 6 7 8 9 10 11 12 13 14 15	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we	
on that one issue in particular O All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there O Would you except that sections 8 11 on that one issue in particular collocation space O What does it mean to engineer 4? A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13 14 15 16	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the	3 4 5 6 7 8 9 10 11 12 13 14 15 16	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power	
20 Q All right Well, if I could direct your 21 attention to page 44 Again, numbers are 22 on the top right 23 A Okay, I'm there 24 Q Would you except that sections 8 11 26 Q What does it mean to engineer 4? 21 A As it comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13 14 15 16 17	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse	
21 attention to page 44 Again, numbers are 22 on the top right 23 A Okay, I'm there 24 Q Would you except that sections 8 I1 25 attention to page 44 Again, numbers are 26 engineers who have a responsibility to 27 determine what is the best method for 28 delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13 14 15 16 17	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC	
22 on the top right 23 A Okay, I'm there 24 Q Would you except that sections 8 II 25 Okay and the top right are sponsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right. Can you please look at Exhibit 9. Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't. Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space	
23 A Okay, I'm there 24 Q Would you except that sections 8 11 25 Gigineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space Q What does it mean to engineer 4?	
24 Q Would you except that sections 8 11 24 delivering the requested ampere load that	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space Q What does it mean to engineer 4.7 A sit comes about, I mean, we have power	
2. denvering the requested ampere load that	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space Q What does it mean to engineer 4? A Sit comes about, I mean, we have power engineers who have a responsibility to	
12.7 they we asked for the DC feed. So they'll	4 5 6 7 8 9 100 111 122 133 144 155 166 177 18 19 20 21 22 23	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there	3 4 5 6 7 8 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but, yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space Q What does it mean to engineer 4? A sit comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for	
	4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Petitioners' position is that 46 has not been resolved? A No, I'm not surprised Q Did you review Joint Petitioners' testimony, the written testimony with respect to Issue 46 when you prepared your testimony in this case? A I did, but it's been quite awhile since I did that Q All right Can you please look at Exhibit 9 Do you have a position as to what rates should apply to DC power in this interconnection agreement? A I haven't Since I was under the presumption that 46 was closed or resolved. I haven't developed a position on that one issue in particular Q All right Well, if I could direct your attention to page 44 Again, numbers are on the top right A Okay, I'm there Q Would you except that sections 8 II	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	CLP would request and that we would engineer and install in terms of how much fused amp capacity they would request Q So, again, to be clear A Uh-huh Q the clause engineered and installed power feed fused ampere capacity relates to the power capacity for negative 48-volt DC power that the CLP requests to be installed in its collocation space? A I believe it's probably to their collocation space, but yes, an example would be if a CLP ordered a hundred amperes of minus 48-volt DC power, that we would engineer a hundred ampere DC power feed and then we would install and fuse that specific ampere capacity to that CLEC collocation space Q What does it mean to engineer 4? A Sit comes about. I mean, we have power engineers who have a responsibility to determine what is the best method for delivering the requested ampere load that	

1.		Page 250		Page 252
	determine where to run the cables, what DC			A Yes
2	power plants they need to come from,		2	Q But the language in the next sentence that
3	determine, you know, a number of different		3	begins in Tennessee would apply only in
4	technical parameters associated with that		4	Tennessee'
5	feed to make sure that it's appropriate		5	A Yes
6	and accurate and that it will be provided		6	(DEPOSITION EXHIBIT NO 16 WAS MARKED)
7	reliably And then they provide those		7	Q Mr Fogle, I'm handing you a document
8	engineering documents off to the installer		8	marked Exhibit 16 Do you recognize this
9	who then goes and installs that same power		9	document'
10	feed		10	A No, I do not
	Q So would another word for engineered in		11	Q I direct your attention to your testimony.
12	this context be planned?		12	which is Exhibit 2, at page 51 Again,
13	A Both planned, but also designed		13	page 51, lines
14	Q But engineered and installed are two		14	A 51 of page 51 of my testimony?
15	separate acts?		15	Q Of your testimony And do you see at
16	A Yes		16	lines 13 and 14 you state that this
17	Q To your knowledge, does this language in		17	Commission has already approved the fused
18	the BellSouth proposed version of this		18	amp billing methodology in the NC
19	section reflect the order of any state		19	collocation order'?
20	commission with respect to how BellSouth		20	A Yes
21	should impose recurring charges?		21	Q Is the document that I've handed you
22	A I believe reflecting the methodology that		22	marked Exhibit 16 that order?
23	is currently in effect in North Carolina,		23	A Yes. I believe that it is
24	which is a fused amp methodology for		24	Q Please turn to the last page of Exhibit
25	recurring rates		25	16 And this is a portion of that order
		Page 251		
1	MR CULPEPPER And we're looking	rage 251	1	Page 253 It's over 270 pages long But the last
2	at 8 1 1, right?		2	page, which is marked No 265, and do you
3	MS JOYCE Yes		3	see it says Commission Conclusions Rate
4	Q Would this proposed language apply in all		4	Issue No 4, DC power'
5	nine BellSouth states?		5	A Yes
6	A The bolded language would only apply in		6	Q Is it from these conclusions that you
7	those states where they continue to use		7	derive your understanding that you
8	the fused amp capacity		8	testified to on page 51 in your testimony?
9	The very next sentence starts off		9	A I did not review this particular section
10	with the two words in Tennessee, because		10	prior to my testimony but had discussed
11	Tennessee has a used amp methodology for		11	it with those who had reviewed this in
12	appropriate for determining the rates,		12	developing my reference to this particular
13	what is billed for DC power		13	testimony
14	Q I believe the language you're referring to		14	Q Were the people you discussed it with
15	states that in Tennessee, applicable rates		15	attornevs'
16	shall vary depending on whether customer		16	A No
17	elects to be billed on a fused amp basis'		17	Q With whom did you discuss this order?
18	A That is correct		18	A Lynn Brewer
19	Q So does that indicate in Tennessee a CLP		19	Q I direct your attention to clause 4, the
20	can choose between fused amp recurring		20	very bottom of page 265 on this Exhibit
21	power charges and used amp'		21	16 And it states that the Commission
22	A Yes, they have their choice		22	finds it appropriate to require ILECs to
23	Q If a CLP chose to do fused amp billing in		23	charge power costs on a per fused amp
24	Tennessee, would the bolded language that		24	basis Do you see that'
25	we've been discussing apply?		25	A Yes, I do
ı	J 11.			

1	Q Is there anything in these clauses that	Page 254	1	Dale Caldwell is the person, but I'm not	age 256
2	would preclude BellSouth from		2	positive Dale	
3	providing strike that from charging		3	Q We understand that that is his name	
1 4	power based on a used amp basis?		4	A Her	
5	MR CULPEPPER I object to the		5	Q Her	
6	form of the question		6	A I was going to tell you I know the name,	
7	A In my reading of this for the first time,		7	but I also did not know if it was a he or	
8	I mean, it appears they're requiring us to		8	a she, so	
9	charge on a per fused amp basis It		9	Q Not important	
10	doesn't give us any leeway to do any		10	Would BellSouth, when it charges	
111	apply any other method		11	CLPs in North Carolina on a fused amp	
12	Q Do you know on what grounds the North		12	basis for power, would it always apply	
13	Carolina Commission reached that		13	this same factor'	
14	conclusion'		14	A Could you repeat your question for me	
15	A No. I do not		15	again ⁹	
16	Q Is it your testimony that the North		16	Q When BellSouth charges CLPs in North	
17	Carolina Commission rejected used amp		17	Carolina on a fused amp basis for	
18	billing'		18	collocation power, would it always use	
19	A I don't know whether they did or not		19	this factor'	
20	Q Please turn to the page marked 258 of		20	A I believe the answer to that would be yes,	
21	Exhibit 16 And this exhibit is double		21	with a couple of caveats In particular,	
22	side copied, so		22	this is a design factor that we use for DC	
23	A Okay I'm there		23	power, so that the rated capacity and the	
24	Q Please review the second full paragraph		24	fused capacity, we need to account for the	
25	that appears on that page		25	fact that, you know, we just like in	
1					
		Page 255		P	age 257
1	(PAUSE)	Page 255	1	your home circuit, if you need 5 amps of	age 257
2	A Okay	Page 255	2		age 257
2 3	A Okay Q Are you finished?	Page 255		your home circuit, if you need 5 amps of	age 257
2 3 4	A Okay Q Are you finished? A Yes	Page 255	2 3 4	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not	age 257
2 3 4 5	A OkayQ Are you finished?A YesQ In this paragraph, what's being discussed	Page 255	2 3 4 5	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit	age 257
2 3 4 5 6	 A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have 	Page 255	2 3 4 5 6	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker.	age 257
2 3 4 5 6 7	 A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that 	Page 255	2 3 4 5 6 7	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar.	age 257
2 3 4 5 6 7 8	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for	Page 255	2 3 4 5 6 7 8	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker So there's this similar overbuilding to allow for the peaks and	age 257
2 3 4 5 6 7 8 9	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power	Page 255	2 3 4 5 6 7 8 9	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine	age 257
2 3 4 5 6 7 8 9	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes	Page 255	2 3 4 5 6 7 8 9	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became	ige 257
2 3 4 5 6 7 8 9 10	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be	Page 255	2 3 4 5 6 7 8 9 10	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from	age 257
2 3 4 5 6 7 8 9 10 11 12	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed So that the monthly the	Page 255	2 3 4 5 6 7 8 9 10 11	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would	age 257
2 3 4 5 6 7 8 9 10 11 12 13	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed So that the monthly the average monthly cost per kilowatt hour	Page 255	2 3 4 5 6 7 8 9 10 11 12 13	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent.	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates.	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert.	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP is not overcharged. Do you see that?	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by assigning this 67 percent factor to the	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP is not overcharged. Do you see that? A Yes, I do see that	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by assigning this 67 percent factor to the monthly cost would ensure that a CLP is	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP is not overcharged. Do you see that? A Yes, I do see that Q. Do you have any reason to doubt that	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by assigning this 67 percent factor to the monthly cost would ensure that a CLP is not overcharged?	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed. So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP is not overcharged. Do you see that? A Yes, I do see that Q Do you have any reason to doubt that Witness Caldwell's math is correct in this	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by assigning this 67 percent factor to the monthly cost would ensure that a CLP is not overcharged.) A. I can't speak to what she was thinking.	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed. So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP is not overcharged. Do you see that? A Yes, I do see that Q Do you have any reason to doubt that Witness Caldwell's math is correct in this instance?	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by assigning this 67 percent factor to the monthly cost would ensure that a CLP is not overcharged. A. I can't speak to what she was thinking but I do know that if you have a 10 amp.	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed. So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP is not overcharged. Do you see that? A Yes, I do see that Q Do you have any reason to doubt that Witness Caldwell's math is correct in this instance? A I agree with the math	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by assigning this 67 percent factor to the monthly cost would ensure that a CLP is not overcharged. A. I can't speak to what she was thinking, but I do know that if you have a 10 amp fuse or 100 amp fuse or 200 amp fuse, the	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed. So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP is not overcharged. Do you see that? A Yes, I do see that Q Do you have any reason to doubt that Witness Caldwell's math is correct in this instance? A I agree with the math Q Do you know this person?	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by assigning this 67 percent factor to the monthly cost would ensure that a CLP is not overcharged. A. I can't speak to what she was thinking, but I do know that if you have a 10 amp fuse or 100 amp fuse or 200 amp fuse, the rated power for that circuit is lower than	age 257
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Okay Q Are you finished? A Yes Q In this paragraph, what's being discussed is a witness Caldwell, who appears to have been a BellSouth witness, explained that when fused amp billing is performed for collocation power A Yes Q that a factor of 67 percent would be assessed. So that the monthly the average monthly cost per kilowatt hour would be multiplied by 67 percent. And according to witness Caldwell, that operation would then ensure that the CLP is not overcharged. Do you see that? A Yes, I do see that Q Do you have any reason to doubt that Witness Caldwell's math is correct in this instance? A I agree with the math	Page 255	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	your home circuit, if you need 5 amps of power on a particular leg in your home, you put in a 10 amp fuse or a 15 amp fuse. It's appropriate so that you're not always tripping that fuse or that circuit breaker. So there's this similar overbuilding to allow for the peaks and variations that goes on. I would imagine if our design parameters were became more stringent or relaxed and changed from the 65 percent identified here, we would probably reflect that in our cost, which would then be reflected in our rates. Q. Do you know why Ms. Caldwell would assert to the North Carolina Commission that by assigning this 67 percent factor to the monthly cost would ensure that a CLP is not overcharged. A. I can't speak to what she was thinking, but I do know that if you have a 10 amp fuse or 100 amp fuse or 200 amp fuse, the	age 257

	Page 258	1	A L.DC I	Page 260
1	have 100 amp circuit does not mean you're		A In DC power, it's appropriate to have a	
2	expecting to use 100 amps. You expect to	2	rated load, which is the expected peak	
3	use 67 percent of that 100 amps	3	load, and then you overbuild or provide a	
4	Q Is there a risk of overcharging when DC	4	fused amp capacity that is above that so	
5	collocation power is billed on a DC basis?	5	that you're not constantly tripping the	
6	A I guess it would depend on your definition	6	fuses I mean, the purpose behind a fuse	
7	of what is an overcharge	7	in electrical circuit is protection of	
8	Q Is it possible a CLP would be charged for	8	both the equipment but also of the people	
9	more power than it actually used in a	9	in the building. The idea is if the	
10	given month?	10	equipment is starting to pull more	
11	A If a CLP ordered a hundred amp circuit but	11	electricity than the fuse is designed to	
12	only had a 10 amp drain so we were	12	pull, in other words, it starts pulling at	
13	charging them on a fused amp basis for 67	13	a hundred amps or higher, then the fuse is	
14	amps, then their fact that they	14	designed to trip Because the reason that	
15	overdesigned their service or didn't	15	is happening is because the piece of	
16	provide good engineering documents means	16	equipment has gone faulty. And so it's	
17	they would be buying more power than	17	important for the fuse to cut the power to	
18	they're using	18	that piece of equipment because it's	
19	Q And you attribute that error to the CLP?	19	obviously developed some sort of a short	
20	A If they requested a 67 amp feed, we did a	20	And so the engineering design parameters	
	hundred fused amp and they only get 10.	21	are to design the fuse to be at this case,	
22	then they obviously overrequested how much	22	one-and-a-half times the rated power of	
23	power they needed	23	the circuit so that it provides adequate	
24 25	Q Could it ever be the ease that BellSouth	24	protection and safety for the employees,	
23	would require a CLP to order far more	25	the personnel in the building, as well as	
	Page 259			Page 261
1	fused amp capacity then it intended to	1	the equipment, yet it still doesn't become	1 450 201
2	usc')	2	a nuisance and trip every time a	
3	MR CULPEPPER I'm going to	3	particular piece of equipment has a peak	
4	object to the form of the question	4	load that gets close to that fused	
5	A The only limitation I'm aware of is I	5	capacity	
6	think we require a 10 amp minimum	6	Q So BellSouth has their kind of technical	
7	Q And I believe you stated that if a CLP had	7	standard that it applies where the fused	
8	a hundred fused amps provisioned to its	8	amp capacity should be roughly a third	
9	collocation facility, it would get charged	9	more than the CLP expects to use for	
10	out at 67 amps?	10	safety reasons?	
11	A Yes	11	MR CULPEPPER I object to the	
12	Q Why?	12	form of the question	
13	A Well, sorry, I apologize, that's not	13	A I don't believe it's specific to CLPs I	
14	exactly clear. The price for the 100 amp	14	think it's specific to DC power feeds and	
15	fused rate would take into account that	15	how they're designed	
16	only 67 amps were expected to be used	16	Q And does that policy reflect some kind of	
17	Q Why would 67 amps be expected to be used?	17	publication by a panel of engineers or NEB	
18	A Because that's the rated factor that we	18	guidelines or any body. NEBS?	
19	use in our engineering guidelines	19	A I don't know where it comes from	
20	Q 67 percent is a factor in your engineering	20	Q So is it your understanding that this	
	guidelines'	21	guideline would apply in all BellSouth	
21			states')	
22	A It's a protection device adjustment	22	states /	
	A It's a protection device adjustment factor. I think is exactly what she calls	22		
22			A There may be some local electrical code	
22 23	factor. I think is exactly what she calls	23		:

ŀ		Page 262			D 26
1	when I did power engineering work in	1 age 202	1	Q Lask you to pick up Exhibit 9 again And	Page 264
2	engineering management, those types of		2	turn to make your hand 146. Dec. O. 1.1	
3	thing in the power world, that there would			turn to page numbered 46. Provision 9 1 1	1
4	he consered makes. Dut a base of the d		3	A Okay, I'm there	į
	be general rules But, obviously, there's		4	Q And in the BellSouth version of this	
5	national electric code There can also be		5	language in bold appear the words based	1
6	state electrical code rules as well as		6	upon the engineered and installed power	ŀ
7	local electrical code rules, and we have		7	feed fused ampere capacity. Do you see	
8	to comply with all of those So it's a		8	that' ⁷	l
9	matter of what the local engineering		9	A Yes	į
10	guidelines would be My expectation is		10	Q Is that another way of saying based upon	l
11	this is probably the minimum conservative		11	the configuration ordered by the	
12	view of all of those potential rules that		12	Commission'	
13	are out there		13	A No, I would not agree it's another way of	
14	Q What do you mean by "conservative"		14	saying that it's based upon another	
15	A It's probably and, again, I'm actually		15	configuration based by the Commission	
16	speculating, which I probably shouldn't		16	O Would the lenguage on a commission	
17	do, but if there are some variations	İ	17	Q Would this language, in your mind, be	
18	locally, this may be the most conservative			consistent with the relevant orders of	
19	of the second rate of the first conservative		18	state commissions?	
20	of the variations, which benefits the CLEC		19	A Yes	
	the most		20	Q What is different about the verbiage that	1
21	Q It requires the least amount of		21	appears on this page from the verbiage	
22	overcapacity')		22	that I proposed?	
23	A That's correct Actually, I apologize,		23	A The	
24	it's the opposite of that This would		24	Q Which was in accordance or as configured	
25	provide the maximum amount of capacity		25	in accordance with orders of the state	
		l l			
١,	O. Tl.	Page 263			Page 265
1	Q The greatest safety measure?	Page 263	1	commission, what's different about those	Page 265
1 2	Q The greatest safety measure? A Yes	Page 263	2	two"	Page 265
3	Q The greatest safety measure? A Yes Q Do you have any familiarity with what	Page 263	2 3		Page 265
3	 Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could 	Page 263	2	two"	Page 265
3 4 5	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state?	Page 263	2 3	two" A The term based on engineered installed power feed, fused ampere capacity is	Page 265
3 4 5 6	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more	Page 263	2 3 4	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been	Page 265
3 4 5 6 7	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as	Page 263	2 3 4 5	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So	Page 265
3 4 5 6 7 8	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if	Page 263	2 3 4 5 6	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a	Page 265
3 4 5 6 7 8 9	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote,	Page 263	2 3 4 5 6 7	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been	Page 265
3 4 5 6 7 8 9	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that.	Page 263	2 3 4 5 6 7 8	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed.	Page 265
3 4 5 6 7 8 9	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that.	Page 263	2 3 4 5 6 7 8 9	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for A portion of that term it says, you	Page 265
3 4 5 6 7 8 9	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try	Page 263	2 3 4 5 6 7 8 9 10	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for A portion of that term it says, you know, fused amper capacity is the part	Page 265
3 4 5 6 7 8 9 10	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from	Page 263	2 3 4 5 6 7 8 9 10 11 12	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable.	Page 265
3 4 5 6 7 8 9 10 11 12 13	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those	Page 263	2 3 4 5 6 7 8 9 10 11 12 13	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed	Page 265
3 4 5 6 7 8 9 10 11 12 13 14	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight.	Page 263	2 3 4 5 6 7 8 9 10 11 12 13 14	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some	Page 263	2 3 4 5 6 7 8 9 10 11 12 13 14 15	two'' A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used	Page 263	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our	Page 263	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed.	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our overall engineering practices.	Page 263	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed. Q. At page 48 of your testimony, looking at	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our overall engineering practices Q Would you expect those local guidelines to		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed. Q. At page 48 of your testimony, looking at line 7, you explain that the phrase.	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our overall engineering practices Q Would you expect those local guidelines to be more conservative or less conservative.		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed. Q. At page 48 of your testimony, looking at line 7, you explain that the phrase engineered and installed power feed fused.	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our overall engineering practices Q Would you expect those local guidelines to be more conservative or less conservative than the factors BellSouth uses?		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed. Q. At page 48 of your testimony, looking at line 7, you explain that the phrase engineered and installed power feed fused ampere capacity refers to the number of	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our overall engineering practices Q Would you expect those local guidelines to be more conservative or less conservative than the factors BellSouth uses? A My experience has been they would be less		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed. Q. At page 48 of your testimony, looking at line 7, you explain that the phrase engineered and installed power feed fused ampere capacity refers to the number of fused amps that will be billed in	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our overall engineering practices. Q Would you expect those local guidelines to be more conservative or less conservative than the factors BellSouth uses? A My experience has been they would be less conservative, more safety perspective.		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed. Q. At page 48 of your testimony, looking at line 7, you explain that the phrase engineered and installed power feed fused ampere capacity refers to the number of fused amps that will be billed in accordance with whatever the CLP had	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our overall engineering practices Q Would you expect those local guidelines to be more conservative or less conservative than the factors BellSouth uses? A My experience has been they would be less conservative, more safety perspective. This is a very strong protection device.		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed. Q. At page 48 of your testimony, looking at line 7, you explain that the phrase engineered and installed power feed fused ampere capacity refers to the number of fused amps that will be billed in accordance with whatever the CLP had requested on its collocation application.	Page 265
3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q The greatest safety measure? A Yes Q Do you have any familiarity with what local electrical service guidelines could be in an individual state? A I'm not familiar with anything more recent. I do know that states, as well as local municipalities, have a tendency, if there's a particular disaster, quote, unquote, a fire or something like that, they sometimes want the local laws to try to prevent those onetime occurrences from happening again. I'm familiar with those issues as they cropped up seven or eight, nine years ago, my responsibility for some power engineering guidelines, and we used to have to incorporate those into our overall engineering practices. Q Would you expect those local guidelines to be more conservative or less conservative than the factors BellSouth uses? A My experience has been they would be less conservative, more safety perspective.		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A The term based on engineered installed power feed, fused ampere capacity is describing the quantity of what's been ordered, engineered, and installed. So it's essentially saying, for lack of a better term, how many widgets have been ordered, how many widgets will be billed for. A portion of that term it says, you know, fused amper capacity is the part that's consistent with the applicable laws. But the engineered and installed power feed and the capacity aspect is just talking about the quantity that was purchased, and that's what will be assessed. Q. At page 48 of your testimony, looking at line 7, you explain that the phrase engineered and installed power feed fused ampere capacity refers to the number of fused amps that will be billed in accordance with whatever the CLP had	Page 265

			Г	,	
.		Page 266			Page 268
1	that?		1	Q And you understand that this language is	
2	A Yes. I do		2	presently in dispute between the parties?	
3	Q Do you know what BFFO stands for?		3	A Yes	
4	A 1 believe it stands for bona fide firm		4	Q Why is this bold language language that	
5	order		5	is in bold unacceptable to BellSouth?	
6	Q So does this testimony mean that that		6	A I don't know why this exact language is	
7	is the CLP would tell BellSouth how many		7	unacceptable It could be that we're not	
8	fused amps should be installed?		8		
9	A Yes			attempting to recover non-recurring	
10			9	charges for 48-volt DC power If that's	
	Q And then further down the page, your		10	the case. I'd strike the whole sentence	
11	testimony discusses a CLP's method of		11	I don't know why those particular five	
12	procedure, MOP ²		12	words are unacceptable to BellSouth	
13	A Yes		13	Q Have you been ordered in all BellSouth	
14	Q And this is the document that the person		14	states not to incur non-recurring charges	
15	or entity installing the power would		15	for 48-volt DC power?	
16	follow when installing the fused amps, is		16	A I don't know	
17	that correct')		17	Q Do you believe it could be the case that	
18	A Yes		18	imposing such charges might violate an	
19	Q Have you ever participated on in any		19	order of the state commission'	
20	discussions relating to the dispute that		20	A I don't know	
21	remains between the parties as to section		21		ļ
22				MR CULPEPPER Where is the	
23	9.1.1 of this agreement or how DC power will be billed?		22	section number we're looking at, 9	
			23	MS JOYCE 11	
24	A You say engage in discussions With who?		24	MR CULPEPPER All right	
25	Q With anyone at BellSouth		25	Q At page 49 of your testimony beginning on	
	A 17	Page 267			Page 269
ı	A Yes	Page 267	1	line 3, you state that BellSouth is	Page 269
2	Q Did you ever participate on a call in	Page 267	1 2	line 3, you state that BellSouth is	Page 269
2 3	Q Did you ever participate on a call in which the language that appears at page 48	Page 267		line 3, you state that BellSouth is puzzled as to why the Joint Petitioners	Page 269
2 3 4	Q Did you ever participate on a call in	Page 267	2	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the	Page 269
2 3	Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed?	Page 267	2 3 4	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the	Page 269
2 3 4	Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this	Page 267	2 3 4 5	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is	Page 269
2 3 4 5	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also 	Page 267	2 3 4 5 6	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague,	Page 269
2 3 4 5 6 7	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King 	Page 267	2 3 4 5 6 7	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that	Page 269
2 3 4 5 6 7 8	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnic King Q Do you know whether this explanation has 	Page 267	2 3 4 5 6 7 8	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible—So 49, you say that BellSouth is puzzled as to why Petitioners	Page 269
2 3 4 5 6 7 8 9	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnic King Q Do you know whether this explanation has ever been provided to the Joint 	Page 267	2 3 4 5 6 7 8 9	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the	Page 269
2 3 4 5 6 7 8 9	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of 	Page 267	2 3 4 5 6 7 8 9	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are	Page 269
2 3 4 5 6 7 8 9 10	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? 	Page 267	2 3 4 5 6 7 8 9 10	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language	Page 269
2 3 4 5 6 7 8 9 10 11 12	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know 	Page 267	2 3 4 5 6 7 8 9 10 11	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners	Page 269
2 3 4 5 6 7 8 9 10 11 12 13	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnic King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you. What language in the Joint	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you. What language in the Joint	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you What language in the Joint Petitioner version of 9.1.1 is exactly the	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be vague?	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, which is on page 46 A Okay 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be vague.' A Do you have a copy of the current	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnic King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, which is on page 46 A Okay Q Do you see that for the essentially. 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be vague." A Do you have a copy of the current interconnection attachment with 9.1.1? We	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, which is on page 46 A Okay Q Do you see that for the essentially, the Joint Petitioners' proposed language. 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be vague? A Do you have a copy of the current interconnection attachment with 9.1.1? We could look and see what's the same between	Page 269
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, which is on page 46 A Okay Q Do you see that for the essentially, the Joint Petitioners' proposed language, there's language in bold at the end of the 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be vague.' A Do you have a copy of the current interconnection attachment with 9.1.1? We could look and see what's the same between that version and what's being negotiated	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, which is on page 46 A Okay Q Do you see that for the essentially, the Joint Petitioners' proposed language, there's language in bold at the end of the provision that states as set by the 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you. What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be vague? A Do you have a copy of the current interconnection attachment with 9.1.1? We could look and see what's the same between that version and what's being negotiated Q To my knowledge. Attachment 9 is the most	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, which is on page 46 A Okay Q Do you see that for the essentially, the Joint Petitioners' proposed language, there's language in bold at the end of the provision that states as set by the Commission? 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you. What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be vague? A Do you have a copy of the current interconnection attachment with 9.1.1? We could look and see what's the same between that version and what's being negotiated O To my knowledge. Attachment 9 is the most recent version of Attachment 4 or	
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q Did you ever participate on a call in which the language that appears at page 48 of your testimony was discussed? A I've had conversations specific to this language with both Lynn Brewer and also Bonnie King Q Do you know whether this explanation has ever been provided to the Joint Petitioners during the course of negotiations? A I don't know Q Do you know whether the CLPs had ever requested that such an explanation be given? A I don't know Q Returning to Exhibit 9, Section 9.1.1, which is on page 46 A Okay Q Do you see that for the essentially, the Joint Petitioners' proposed language, there's language in bold at the end of the provision that states as set by the 	Page 267	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	line 3, you state that BellSouth is puzzled as to why the Joint Petitioners are making certain allegations, the allegations having been reflected in the question as posed on page 48, which is that the language is vague, unintelligible So 49, you say that BellSouth is puzzled as to why Petitioners are making these allegations when the language the Joint Petitioners are complaining about is exactly the language that that exists in the Joint Petitioners current language for Section 9.1.1, the attachment before you. What language in the Joint Petitioner version of 9.1.1 is exactly the same language as what we're alleging to be vague? A Do you have a copy of the current interconnection attachment with 9.1.1? We could look and see what's the same between that version and what's being negotiated Q To my knowledge. Attachment 9 is the most	

	-	_	-	
1.		Page 270		Page 272
1	and that Section 9.1.1. as appears here on		1	talked about the fact we're going to
2	this page, is the most recent version		2	comply with what the North Carolina
3	Were you addressing there should be		3	Utilities Commission says we should do in
1 4	different language?		4	this particular case. I don't believe
5	A Well, honestly, what I was addressing was		5	we're opposed to an used amp approach I
6	just the Joint Petitioners' testimony that		6	do know that a used amp or meter approach
7	talked about our language as being so		7	costs us more money to implement and to
8	vague and unintelligible when we both have		8	maintain And as a result, we want to be
9	many of the same terms in our version		9	compensated for our costs, and there are
10	versus your version. And, you know,		10	some rates that need to be set for some of
111	provides Petitioners with more certainty		11	those costs And that obviously, that
12	as to payment obligations, was more of a		12	work needs to be done
13	comment that this is a lot of rhetoric		13	But in Tennessee, we've done the
14	because, quite honestly, I look at these	į	14	used amp approach as well as the fused amp
15	two paragraphs, I consider them very		15	approach We can do that in other states
16	close Unfortunately, if the CLPs had		16	if we need to We just need to make sure
17	known to call me and ask me what the		17	that the appropriate costs are set and the
18	definition of engineered and installed		18	rates are set and the work is done to make
19	power feed fused ampere capacity was, I	j	19	sure that we do it properly
20	probably would have told them Might have		20	(DEPOSITION EXHIBIT NO 17 WAS MARKED)
21	resolved some of these concerns So I		21	Q I'm handing you a document that's been
22	don't necessarily know why we can't		22	marked Exhibit 17 Can you tell me what
23	resolve this issue		23	this document is?
24	So And so I think my testimony		24	A Appears to be oh, it's the first page,
25	here is not so much is more of		25	it's interrogatory to the Alabama Public
-	4.			~
1	response to the rhetoric on this issue	Page 271	1	Page 273
2	Our language is fairly close together I		l	Service Commission for Docket No 29242
$\frac{2}{3}$			2	MR CULPEPPER And I'll resterate
4	don't believe our language is vague and		3	our objection to questions that go outside
5	unintelligible and leaves Petitioners with		4	of responses we provided to North
6	no certainty as to payment allegations		5	Carolina
7	Q Do you know whether the CLPs have		6	Q Please turn to Toward the end of this
8	questioned that BellSouth's language in		7	document is a page that's marked 34 at the
	number 9.1.1 be explained here?		8	hattam
9			_	bottom
1.10	A I don't know		9	A Okay
10	Q Do you know if it ever was explained to		9 10	A Okay Q And do you see the heading on this page
11	Q Do you know if it ever was explained to them?		9 10 11	A Okay Q And do you see the heading on this page states that this would indicate that this
11	Q Do you know if it ever was explained to them?A I would hope in the months that this has		9 10 11 12	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina
11 12 13	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I 		9 10 11 12 13	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory?
11 12 13 14	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has 		9 10 11 12 13 14	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes
11 12 13 14 15	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in 		9 10 11 12 13 14 15	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3?
11 12 13 14 15 16	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this 		9 10 11 12 13 14 15 16	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes
11 12 13 14 15 16 17	Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint		9 10 11 12 13 14 15 16 17	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes MR CULPEPPER Page 34, okay
11 12 13 14 15 16 17 18	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint Petitioners? 		9 10 11 12 13 14 15 16 17	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes
11 12 13 14 15 16 17 18 19	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint Petitioners? A Based on this conversation, no. I'm not 		9 10 11 12 13 14 15 16 17	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes MR CULPEPPER Page 34, okay
11 12 13 14 15 16 17 18 19 20	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint Petitioners? A Based on this conversation, no. I'm not surprised to find that out 		9 10 11 12 13 14 15 16 17	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes MR CULPEPPER Page 34, okay Q Did you assist in the production of the
11 12 13 14 15 16 17 18 19 20 21	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint Petitioners? A Based on this conversation, no. I'm not surprised to find that out Q So you've testified that BellSouth will 		9 10 11 12 13 14 15 16 17 18	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes MR CULPEPPER Page 34, okay Q Did you assist in the production of the response that appears on this page? A No, I did not Q You've testified that there are costs
11 12 13 14 15 16 17 18 19 20 21 22	Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint Petitioners? A Based on this conversation, no. I'm not surprised to find that out Q So you've testified that BellSouth will provide a choice to CLPs as to whether		9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes MR CULPEPPER Page 34, okay Q Did you assist in the production of the response that appears on this page? A No, I did not Q You've testified that there are costs
11 12 13 14 15 16 17 18 19 20 21 22 23	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint Petitioners? A Based on this conversation, no. I'm not surprised to find that out Q So you've testified that BellSouth will provide a choice to CLPs as to whether they will use fused amps or used amps for 		9 10 11 12 13 14 15 16 17 18 19 20 21	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory. A Yes Q And it would be Item No 4-8(B)3. A Yes MR CULPEPPER Page 34, okay Q Did you assist in the production of the response that appears on this page. A No, I did not
11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint Petitioners? A Based on this conversation, no. I'm not surprised to find that out Q So you've testified that BellSouth will provide a choice to CLPs as to whether they will use fused amps or used amps for DC power, is that correct? 		9 10 11 12 13 14 15 16 17 18 19 20 21 22	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes MR CULPEPPER Page 34, okay Q Did you assist in the production of the response that appears on this page? A No, I did not Q You've testified that there are costs associated with BellSouth implementing a
11 12 13 14 15 16 17 18 19 20 21 22 23	 Q Do you know if it ever was explained to them? A I would hope in the months that this has been discussed that it had been, but I really don't know if it has Q Would you be surprised to know that in your testimony is the first time that this language has been explained to the Joint Petitioners? A Based on this conversation, no. I'm not surprised to find that out Q So you've testified that BellSouth will provide a choice to CLPs as to whether they will use fused amps or used amps for 		9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	A Okay Q And do you see the heading on this page states that this would indicate that this is a BellSouth response in North Carolina to Joint Petitioner interrogatory? A Yes Q And it would be Item No 4-8(B)3? A Yes MR CULPEPPER Page 34, okay Q Did you assist in the production of the response that appears on this page? A No, I did not Q You've testified that there are costs associated with BellSouth implementing a used amp billing system?

			r		
		Page 274			Page 276
1	A Yes. I do Those costs would be involved		1	MR MEZA Yes, please	
2	in the labor and the contracting		2	MS JOYCE We'd like this	
3	associated with bringing people to measure		3	transcript testimony marked as proprietary	
1	the and potentially provide the		4	and confidential	
5	metering service for the used amps		5	Q Do you recognize this document?	
6	Q Do you know the amount of those costs?		6	A No. I do not	
7	A I don't know the amount of those costs.		7	Q Have you ever reviewed a cost study for	
8	but depending on how the orders come out		8	BellSouth'?	
9	in terms of how often or the meter or		9	A No. I have not	
10	complexity associated with that or where		10	Q Have you ever created a cost study for	
	we're supposed to take the meters, and		11	BellSouth'	
12			12	A I have not	
13	what kind of record keeping, documentation		13		
	we have to provide could affect those			Q Please turn the page of this exhibit Do	
14	costs		14	you know whether the top of the page, the	
15	Q I direct your attention, again, to Exhibit		15	designation in the left-hand column. H 1 8	
16	17. the page marked 34 And you see the		16	it's entitled physical collocation, power	
17	request asks BellSouth to provide all		17	per fused amp? Do you see that?	
18	information about how BellSouth		18	A Yes. I do	
19	proportions the cost of provisioning DC		19	Q Does that information correspond to the	
20	power into infrastructure related and		20	information identified in response to the	
21	non-infrastructure related categories for		21	interrogatory on page 349	
22	recurring or non-recurring categories		22	A Yes	
23	A I see that		23	Q Element H 1 8 in BellSouth's TELRIC study	, 9
24	Q The response below states, subject to the		24	A Yes	
25	objections that were lodged. BellSouth		25	Q It does correspond'?	
├					
1.	d main a	Page 275	١.		Page 277
1	does not have a specific TELRIC study for	Page 275	1	A Yes	Page 277
2	North Carolina for the provisioning of DC	Page 275	2	Q Can you tell me what the figures on this	Page 277
2 3	North Carolina for the provisioning of DC power Do you see that?	Page 275	2 3	Q Can you tell me what the figures on this line mean'	Page 277
2 3 4	North Carolina for the provisioning of DC power Do you see that? A Yes, I do	Page 275	2 3 4	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical	Page 277
2 3 4 5	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in	Page 275	2 3 4 5	 Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says 	Page 277
2 3 4 5 6	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC	Page 275	2 3 4 5 6	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether	Page 277
2 3 4 5 6 7	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power?	Page 275	2 3 4 5 6 7	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it	Page 277
2 3 4 5 6 7 8	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know	Page 275	2 3 4 5 6 7 8	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65. I don't know whether that's the cost or the rates or what it would be on this particular page.	Page 277
2 3 4 5 6 7 8 9	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for	Page 275	2 3 4 5 6 7 8 9	 Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page Q Do you notice that this document has Bates 	Page 277
2 3 4 5 6 7 8 9	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state?	Page 275	2 3 4 5 6 7 8 9	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page Q Do you notice that this document has Bates labels on it?	Page 277
2 3 4 5 6 7 8 9 10	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know	Page 275	2 3 4 5 6 7 8 9 10	 Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7 65 I don't know whether that's the cost or the rates or what it would be on this particular page Q Do you notice that this document has Bates labels on it? A Yes, I do 	Page 277
2 3 4 5 6 7 8 9 10 11 12	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that	Page 275	2 3 4 5 6 7 8 9 10 11	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers Please turn to	Page 277
2 3 4 5 6 7 8 9 10 11 12 13	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of	Page 275	2 3 4 5 6 7 8 9 10 11 12 13	 Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7 65 I don't know whether that's the cost or the rates or what it would be on this particular page Q Do you notice that this document has Bates labels on it? A Yes, I do 	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H 1 8 in a BellSouth TELRIC	Page 275	2 3 4 5 6 7 8 9 10 11 12 13 14	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers Please turn to	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of	Page 275	2 3 4 5 6 7 8 9 10 11 12 13	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers Please turn to the page that's marked CST018581 And do	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H 1 8 in a BellSouth TELRIC	Page 275	2 3 4 5 6 7 8 9 10 11 12 13 14	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7 65 I don't know whether that's the cost or the rates or what it would be on this particular page Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers Please turn to the page that's marked CST018581 And do you see there there's a matrix and there's a line item identified as H 1 8, physical	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H 1 8 in a BellSouth TELRIC study Do you see that?		2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers. Please turn to the page that's marked CST018581. And do you see there there's a matrix and there's.	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H 1 8 in a BellSouth TELRIC study Do you see that? A Yes, I do		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers Please turn to the page that's marked CST018581. And do you see there there's a matrix and there's a line item identified as H 1 8, physical collocation, power per fused amp? A Yes, I see that	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H 1 8 in a BellSouth TELRIC study Do you see that? A Yes, I do (DEPOSITION EXHIBIT NO 18 WAS MAR)		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers Please turn to the page that's marked CST018581. And do you see there there's a matrix and there's a line item identified as H 1.8, physical collocation, power per fused amp? A Yes, I see that Q And can you explain what is depicted in	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H 1 8 in a BellSouth TELRIC study Do you see that? A Yes, I do (DEPOSITION EXHIBIT NO 18 WAS MAR) Q Going to hand you a document that's been		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65. I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers. Please turn to the page that's marked CST018581. And do you see there there's a matrix and there's a line item identified as H 1.8, physical collocation, power per fused amp? A Yes, I see that Q And can you explain what is depicted in these numbers? There's The figure	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H I 8 in a BellSouth TELRIC study Do you see that? A Yes, I do (DEPOSITION EXHIBIT NO 18 WAS MAR) Q Going to hand you a document that's been marked Exhibit 18 MS JOYCE I'll note for the		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65. I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers. Please turn to the page that's marked CST018581. And do you see there there's a matrix and there's a line item identified as H 1.8, physical collocation, power per fused amp? A Yes, I see that Q And can you explain what is depicted in these numbers? There's The figure \$7.65 appears in a column entitled.	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H I 8 in a BellSouth TELRIC study Do you see that? A Yes, I do (DEPOSITION EXHIBIT NO 18 WAS MAR) Q Going to hand you a document that's been marked Exhibit 18 MS JOYCE I'll note for the record that this is a portion of a cost		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7.65 I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers Please turn to the page that's marked CST018581 And do you see there there's a matrix and there's a line item identified as H 1 8, physical collocation, power per fused amp? A Yes, I see that Q And can you explain what is depicted in these numbers? There's The figure \$7.65 appears in a column entitled revised. And then as filed, September.	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H I 8 in a BellSouth TELRIC study Do you see that? A Yes, I do (DEPOSITION EXHIBIT NO 18 WAS MAR) Q Going to hand you a document that's been marked Exhibit 18 MS JOYCE I'll note for the		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7 65 I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers. Please turn to the page that's marked CST018581. And do you see there there's a matrix and there's a line item identified as H 1 8, physical collocation, power per fused amp? A Yes, I see that. Q And can you explain what is depicted in these numbers? There's The figure \$7 65 appears in a column entitled revised. And then as filed, September 2000 states \$8 50 for the same line item.	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H 1 8 in a BellSouth TELRIC study Do you see that? A Yes, I do (DEPOSITION EXHIBIT NO 18 WAS MAR) Q Going to hand you a document that's been marked Exhibit 18 MS JOYCE I'll note for the record that this is a portion of a cost study that was produced in electronic form to the Joint Petitioners		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7 65. I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers. Please turn to the page that's marked CST018581. And do you see there there's a matrix and there's a line item identified as H 1 8, physical collocation, power per fused amp? A Yes, I see that. Q And can you explain what is depicted in these numbers? There's The figure. \$7 65 appears in a column entitled revised. And then as filed, September 2000 states \$8 50 for the same line item, and there's a difference of 85 cents.	Page 277
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	North Carolina for the provisioning of DC power Do you see that? A Yes, I do Q Does BellSouth have any cost study in North Carolina for the provisioning of DC power? A I don't know Q Does it have a TELRIC study for provisioning DC power in any other state? A I don't know Q And this response goes on to state that the cost of DC power is one component of element H 1 8 in a BellSouth TELRIC study Do you see that? A Yes, I do (DEPOSITION EXHIBIT NO 18 WAS MAR) Q Going to hand you a document that's been marked Exhibit 18 MS JOYCE I'll note for the record that this is a portion of a cost study that was produced in electronic form		2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q Can you tell me what the figures on this line mean? A The line that says H 1 8, physical collocation, power per fused amp, it says recurring. \$7 65 I don't know whether that's the cost or the rates or what it would be on this particular page. Q Do you notice that this document has Bates labels on it? A Yes, I do Q CST, a bunch of numbers. Please turn to the page that's marked CST018581. And do you see there there's a matrix and there's a line item identified as H 1 8, physical collocation, power per fused amp? A Yes, I see that. Q And can you explain what is depicted in these numbers? There's The figure \$7 65 appears in a column entitled revised. And then as filed, September 2000 states \$8 50 for the same line item.	Page 277

				
	Page 278			Page 280
1	Q Do you know what that is intended to	1	A I do not	
2	represent'	2	Q To your knowledge, is BellSouth willing to	
3	A Other than the same summary you just	3	offer CLPs a choice to use used amp	
4	provided? It's revised number, a filed	4	billing in states other than Tennessee'	
5	number, and it's simply trying to state	5	A Yes, we're willing and able to do that and	
6	the difference between those two	6	offer that as long as the rates are	
7	Q Do you have training as an economist'	7	established and the procedures are	
8	A No	8	established to properly do a fused amp	
9	Q Have you ever testified before any	9	excuse me, a used amp approach	
10	tribunal related to BellSouth's cost	10	Q Have rates been established for used amp	
	analysis for DC power'	11	billing in Tennessee?	
12	A I have not			
13		12	A In Tennessee, yes	
	Q Have you ever testified as to BellSouth's	13	Q How are they established?	
14	cost analysis for any anything related	14	A I don't know how they were established	
15	to local competition?	15	Q You don't know whether they were imposed	
16	A That's going to depend on your definition	16	by the Tennessee Regulatory Authority?	
17	"related to local competition" I have	17	A I don't know if they were imposed I	
18	provided in a couple of arbitrations or	18	don't know if we proposed them I do	
19	complaint cases associated with DSL and	19	imagine they were probably discussed	
20	broadband, provided information in cost	20	pretty heavily at some point	
21	for the development of various	21	Q Are you familiar with strike that	
22	capabilities that were being asked for	22	What other terms and conditions	
23	Also done Well, there's testimony that	23	would BellSouth need to negotiate with	
24	talked about the cost to deploy certain	24	CLPs in other states in order to implement	
25	types of equipment or DSLAMs But those	25	a used amp billing situation?	
<u> </u>	· · · · · · · · · · · · · · · · · · ·	ļ	3	
	Page 279			Page 281
1	were not cost studies, they were estimates	1	A Our preserence would be to have a similar	Ĭ
2 3	that I had provided based on my experience	2	process in all states Florida and	
3	in the industry for the costs associated	3	Tennessee differ in that Tennessee	
4	with those kind of service developments or	4	requires us to meter and then we bill	
5	software developments as well as the	5	Based on what we measure in Florida, we	
6	equipment developments	6	bill based on what the CLP tells us	
7	Q Do you know which BellSouth employee or	7	they're using, and then we have the right	
8	employees was responsible for creating	8	to audit that and then reconcile the bills	
9	this cost study?	9	appropriately Those procedures are	
10	A I do not	10	different, different rules	
11	Q Do you know which BellSouth employee or	11	And so our preference would be to	
12	employees could interpret this cost study	12	adopt a similar set of rules and, you	
13	document')	13		
14	A If I were looking for an interpretation. I		know, have one set of rules and one set of	
15		14	procedures that we can kind of uniformly	
16	would ask either Bernard Shell of Reg Starks	15	provide in every state. So I think our	
17		16	preference would be that, if North	
	Q Is that S-h-c-l-l'?	17	Carolina chooses to go down this path,	
18	A Yes	18	that they will model it to Tennessee	
19	Q Or Rich	19	Q Tennessee would be an appropriate model	
20	A Reg Starks	20	for used amp billing in North Carolina?	
21	Q S-t-a-r-k-s ⁹	21	A Yes	
22	A Yes	22	Q Would that be including the rate structure	
23	Q Do you know what purpose this cost study	23	that was adopted in Tennessee?	
24	was provided to the North Carolina	24	A I don't know if the rate structure would	
25	Commission'	25	be applicable simply because there may be	
L				

different cost components in North		A No. I do not	Page 284
	1 1		
	١ - ١		
Carolina than in Tennessee	2	Q The front page indicates it's something	
Q You state at page 57 of your testimony	3	that's regarded to the Tennessee	
that there are several components of what	4	Regulatory Authority Do you understand	
the CLP would need to pay for for the	5	that the Utilities Commission that would	
	4		
`			
•			
•			
implement a power feed situation for a	2.3	Do you see that the highlighted	
Page 28			Page 285
		language it states that it's reasonable	
	1		
	7		
	8		
further down to provide the clamp-on	9	its costs')	
	10	A I don't know whether the rate structure in	
that correctly?	11	Tennessee is appropriate to cover our	
	12	costs I do know that it has some	
•	13		
	14		
	15		
see that?			
A Yes	17		
Q So BellSouth would want to charge a	18		
monthly basis to the CLP, the costs of	19		
this ammeter or some measurement device?	20	A Uh-huh	
A Yes	21	Q could a CLP provide that ammeter?	
(DEPOSITION EXHIBIT NO 19 WAS MARKED)		A They could provide the actual device, but.	
	23	obviously, we would be wanting to take the	
marked Exhibit 19 Do you recognize this	24	reading ourselves or hire a contractor to	
document?	25	do the reading on our behalf	
	collocated CLP? A That would be, again, covering us for engineering and installation of the appropriate facilities and equipment necessary to provide the DC power Q And then beginning at line 17, you state, finally, BellSouth would bill the CLP a monthly recurring charge per site further down to provide the clamp-on ammeter, a-m-m-e-t-e-r. Did I pronounce that correctly? A No, it's actually ammeter Q Ammeter A Yes Q Or other large measurement device. Do you see that? A Yes Q So BellSouth would want to charge a monthly basis to the CLP, the costs of this ammeter or some measurement device? A Yes Q DEPOSITION EXHIBIT NO 19 WAS MARKED.) Q Handing you a document that has been marked Exhibit 19. Do you recognize this	would be an AC usage charge And that's on line 10 Do you see that? A Yes Q And does that relate to the amount of power used on a monthly basis by the CLP? A Yes Yes, it is Q And that there would be a minimum of 10 amps that would be presumed to be used by the CLP? A Yes Q And then further down at lines 14 to 15, it states that there is also a monthly recurring charge for power plant infrastructure investment. Do you see that? A That is correct Q And does that reflect what we've discussed in terms of the work BellSouth would do to implement a power feed situation for a Page 283 collocated CLP? A That would be, again, covering us for engineering and installation of the appropriate facilities and equipment necessary to provide the DC power Q And then beginning at line 17, you state, finally, BellSouth would bill the CLP a monthly recurring charge per site—further down—to provide the clamp-on ammeter, a-m-m-e-t-e-r. Did I pronounce that correctly? A No, it's actually ammeter Q Ammeter A Yes Q Or other large measurement device. Do you see that? A Yes Q So BellSouth would want to charge a monthly basis to the CLP, the costs of this ammeter or some measurement device? A Yes Q Handing you a document that has been marked Exhibit 19. Do you recognize this.	would be an AC usage charge And that's on fine 10. Do you see that? A Yes Q And does that relate to the amount of power used on a monthly basis by the CLP? A Yes Yes, it is Q And that there would be a minimum of 10 amps that would be presumed to be used by the CLP? A Yes Q And then further down at lines 14 to 15, it states that there is also a monthly recurring charge for power plant infrastructure investment. Do you see that? A That is correct Q And does that reflect what we've discussed in terms of the work BellSouth would do to implement a power feed situation for a Page 283 collocated CLP? A That would be, again, covering us for engineering and installation of the appropriate facilities and equipment increasing and installation of the appropriate facilities and equipment increasing and installation of the appropriate facilities and equipment ammeter, a-n-m-e4-e-r. Did I pronounce that correctly? A No, it's actually ammeter Q Amd there's a title on the page. Order Denying Reconsideration, Granting Denying Reconsideration, And Adopting WorldCom's Trial Best Offer Do you see that? A Yes, I do Do you understand this is a type of order the Tennessee Regulatory Authority, or TRA for short, would have issued? A Yes Q Please turn to what is marked as page 7 on the bottom. I don't know the source of the markings that are on this page. A 1 appreciate the highlighting. It makes it much caser to find the reference you're looking for Uniform the work and the object of the day. Got to be quick Do you see that the highlighted. I language, it states that it's reasonable to conclude that WorldCom should pay the reasonable costs of monitoring actual DC consumption? A Yes, I do Q And do you believe that the rate structure in the structure of medium the maching of the structure in the structure of medium the medium page of the structure of the seasonable costs of monitoring actual DC consumption? A Yes Q Or other large measurement device Do you see that the fact structure of BellSouth to vide of the structure in the same to

1			
1	Page 28	5 	Page 288
1	Q In your opinion, would it be unreasonable	1	structure is understood and the rates are
2	to conclude that WorldCom should pay the	2	established for, you know, doing that kind
3	cost of monitoring DC consumption in any	3	of work, we'll be happy to, you know, do
4	other state ⁹	4	that additional work on behalf of the
5	A Could you repeat your question, again? I	5	CLPs, if necessary
6	think I got caught up in the positives and	6	Q So your position is BellSouth is willing
7		7	to provide CLPs a choice in North Carolina
	negatives of it	8	to use used amp billing for AC power's
8	Q The TRA states here, it is reasonable to		
9	conclude that WorldCom should pay	9	A Again I don't know why anyone would
10	reasonable costs	10	request that, but if you know, again,
1	A Yes	11	we're not fundamentally opposed to used
	Q Do you have any reason to doubt that that	12	amp approach Our infrastructure is not
13	conclusion should apply in other states?	13	designed to do it. It's a very manual
	A I think it's reasonable that whoever is	14	approach that requires us to have
15	causing us to go through additional steps.	15	significant costs associated with paying
16	additional costs should be responsible for	16	someone to do the metering So if, you
17	covering those costs	17	know, the CLPs are willing to cover the
18	Q Are you aware of the rates, if any, that	18	costs of the additional metering
19	were proposed to the Joint Petitioners	19	associated with AC used amp versus fused
20	when negotiating the rates that will apply	20	amp, then I don't understand why we would
21	to DC power')	21	be opposed to do that I don't think we
22	A I'm not familiar with what was proposed to	22	would be
23	the Joint Commissioners	23	Q Has any state commission ordered BellSouth
24	Q At page 45 excuse me, 54 of your	24	to provide a fused amp with option for AC
25	testimony at line 6 What is your basis	25	power')
	testimony at fine o what is your oasis		power
	Page 28	,	Page 289
1	for the statement that Joint Petitioners	Ή,	A Yes Have a fused amp billing power?
2	were unwilling to negotiate?	2	Q I'll rephrase it
3	A It's based on my conversations with Lynn	3	A Thank you
4	Brewer, who was involved in the	4	Q Has any state commission ordered BellSouth
5	negotiation	$\frac{7}{5}$	to provide a used amp billing option for
		6	AC power'
6	Q Do you know whether the rates that were	7	
7	proposed to Joint Petitioners were	'8	A Not that I'm aware of
8	accompanied by any cost support that		MD MEZA Con was a six ils
9			MR MEZA Can we go off the
	explained why the rates were what they	9	record for a second"
10	explained why the rates were what they were?	9 10	record for a second' (DISCUSSION OFF THE RECORD)
10 11	explained why the rates were what they were? A I don't know	9 10 11	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested
10 11 12	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth	9 10 11 12	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms
10 11 12 13	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site	9 10 11 12 13	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing
10 11 12 13 14	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method	9 10 11 12 13 14	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power?
10 11 12 13 14 15	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power?	9 10 11 12 13 14 15	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp
10 11 12 13 14 15 16	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we	9 10 11 12 13 14 15 16	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power
10 11 12 13 14 15 16 17	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we wouldn't use like I said and I	9 10 11 12 13 14 15 16 17	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if
10 11 12 13 14 15 16 17 18	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we	9 10 11 12 13 14 15 16 17 18	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if any, the Georgia Commission has made with
10 11 12 13 14 15 16 17	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we wouldn't use like I said and I	9 10 11 12 13 14 15 16 17	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if
10 11 12 13 14 15 16 17 18	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we wouldn't use like I said and I think what you're looking for is a fused	9 10 11 12 13 14 15 16 17 18	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if any, the Georgia Commission has made with
10 11 12 13 14 15 16 17 18 19	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we wouldn't use like I said and I think what you're looking for is a fused versus used amp approach on AC power as in addition to DC power. Again, it's one	9 10 11 12 13 14 15 16 17 18 19	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if any, the Georgia Commission has made with respect to whether used amp billing should be provided for DC power?
10 11 12 13 14 15 16 17 18 19 20	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we wouldn't use like I said and I think what you're looking for is a fused versus used amp approach on AC power as in addition to DC power. Again, it's one that escapes us because if you're an	9 10 11 12 13 14 15 16 17 18 19 20	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if any, the Georgia Commission has made with respect to whether used amp billing should be provided for DC power? A I believe Georgia has ordered that used
10 11 12 13 14 15 16 17 18 19 20 21	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we wouldn't use like I said and I think what you're looking for is a fused versus used amp approach on AC power as in addition to DC power. Again, it's one that escapes us because if you're an efficient designer, you're actually going	9 10 11 12 13 14 15 16 17 18 19 20 21	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if any, the Georgia Commission has made with respect to whether used amp billing should be provided for DC power? A I believe Georgia has ordered that used amp billing be available. I do not
10 11 12 13 14 15 16 17 18 19 20 21 22	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we wouldn't use like I said and I think what you're looking for is a fused versus used amp approach on AC power as in addition to DC power. Again, it's one that escapes us because if you're an efficient designer, you're actually going to end up paying more to have us meter.	9 10 11 12 13 14 15 16 17 18 19 20 21 22	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if any, the Georgia Commission has made with respect to whether used amp billing should be provided for DC power? A I believe Georgia has ordered that used amp billing be available. I do not believe they have set the rates for us to
10 11 12 13 14 15 16 17 18 19 20 21 22 23	explained why the rates were what they were? A I don't know Q Is there any reason that BellSouth supplied AC power in a collocation site should be billed under a different method than BellSouth supplying DC power? A If I don't know of any reasons that we wouldn't use like I said and I think what you're looking for is a fused versus used amp approach on AC power as in addition to DC power. Again, it's one that escapes us because if you're an efficient designer, you're actually going	9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	record for a second? (DISCUSSION OFF THE RECORD) Q To your knowledge, has any CLP requested of BellSouth that it negotiate rate terms and conditions for using used amp billing for AC power? A No, I don't know of any requested used amp billing for AC power Q Mr Fogle, do you know what ruling, if any, the Georgia Commission has made with respect to whether used amp billing should be provided for DC power? A I believe Georgia has ordered that used amp billing be available. I do not

		_	
	Page 290		Page 292
1	for before we can make a complete option	1	ERRATA SHEET
2	available to CLPs	2	
3	Q Do you know whether BellSouth has provided	3	Case name In the Matter of
4	cost study information be available to	4	
5	Georgia to assist in setting rates'	5	Joint Petition NewSouth
6	A I don't know if we have yet or not	6	Communications for
7	Q Do you know what ruling, if any, the	7	Arbitration with BellSouth
8	Florida Commission has made with respect	8	'
9	to whether BellSouth must provide a used	9	Deponent Eric Fogle
10	amp billing method for DC power's	10	Deponent Life regio
	A The Florida Commission has ruled that we		Date
12	must provide used amp billing method	12	Date
13	saying approved or ruled a different	13	PAGE LINE READS SHOULD READ
14	method than is in Tennessee Procedures	14	/ / / /
15	are a little different. And, again, they	15	1 1 1
16		16	
17	also have not provided rates yet for the	17	1
	various pieces of that, so we're waiting		
18	for them to come back with the rates	18	
19	Q Is the rate structure Is the rate	19	1 1 1
20	structure different or the rate amounts	20	1 1 1
21	different'	21	
22	A I don't know, to tell you the truth, if	22	
23	the structure is different 1 know the	23	
24	work requested and the work undergoing	24	
25	work is different between Tennessee and	25	1 1
	D 200		
١.	Page 291	١,	Page 293 SIGNA TURE
	Florida I would assume that would turn	2	L Eric Fogle do hereby state under oath
2	itself into the costs and also the rates	-	that I have read the above and foregoing
3	MS JOYCE All right Given that	3	deposition in its entirety and that the
4	the parties are presently trying to work	Ι.	same is a full true and correct
5	out an agreement but have not done so in	4 5	transcript of my testimony Signature is subject to corrections on
6	terms of whether depositions will be taken	'	attached errata sheet if any
7	in each state, I reserve the right to call	6	,
8	you as a witness in any other state	7	
9	And to the extent that you may	8	Luc hogle
10	file additional testimony in the State of	10	State of
11	North Carolina regarding the issues we've	111	
12	spoken to today or BellSouth's positions		County of
13	change, I reserve the right to reopen your	12	
14	deposition to discuss those changes with	13	Sworn to and subscribed before me this
15	you	14	day of 20
16	THE WITNESS Okay	15	ent to the first t
17	MS JOYCE I thank you for	16	
18	coming, and the deposition is concluded	17	Notary Public
19	MR CULPEPPER No questions	18	My commission expires
20	(THE DEPOSITION CONCLUDED AT 5 11 P M)	19	way committee on the capitor
21	·	20	
22		21	
23		22	
24		23 24	
1			
25		25	

ı	Page 294 CERTIFICATE	
2	State of North Carolina	
3	County of Harnett	·
1	1. Nicole Ball Cleming, a notary public in and for the State of North Carolina, do	:
		·
•	on the 29th day of Tune 2001, the person herembetore named, who was by me duly	
ĸ	hereby certify that there came before me on the 29th day of fune 2004 the person herembefore named who was by me duly sworn to testify to the truth and nothing but the truth of his knowledge concerning the matters in controversy in this cause that the witness was thereupon examined under oath the examination reduced to	
7	the matters in controversy in this cause.	
8	that the witness was thereupon examined	
9	s a true and accurate to inscription of the testimony given by the witness	
10	I former and for that I am and arming I	
11	Trumer certay that Fam not consert for, nor in the employment of any of the parties to this action that I am not related by blood or marriage to any of the parties nor am I interested either directly or indirectly in the results of	
12	parties to this action, that I am not related by blood or marriage to any of the	
13	parties not ain I interested either directly or indirectly in the results of	
i	this action	
14	In witness whereof. I have hereto set my	
15	hand and affixed my officerd notatial seal, this the 12th day of July 2004	
16	An of 150 May (17m) 5 min	
1" 18	•	
1	Nicole Ball Fleming Notary Public	
20	My commission expires 1/30/05	
22		
21 22 23 24 25		
25		
	CONTRACTOR CONTRACTOR	, , <u>, , , , , , , , , , , , , , , , , </u>
		1
	,	
1		
1		
1		
1		
		•
		T.
		1
		'

			` Page 361
1		ERRATA SHEET	
2			
3	Case name:	In the Matt	er of
4	case name.	111 0110 11010	
5		Joint Petit	ion NewSouth
6		Communicati	`
7			n with BellSouth
8		71121010101	. with borroom.
9	Dononont	Eria Foalo	
10	neboueur:	Eric Fogle	
11	Data Malas	Carry To T	Nag
12	Date: 1/10/05	- ERRATA FOROM FI	est DEPOSITION
13		READS	SHOULD READ
14	PAGE LINE		/ Ruscili
15	16 / 22 /		·
	20 / 24 /		/ Milner
16	25 / 7 /		/ Ruscilli
17	25 / 15 /		/ Ruscilli
18	31 / N /		/ Public
19	73 / 21 /	PERM	/ FRAME
20	73 / 24 /		/ G.SHDSL
21	134 / 10 /	ATC, DELTACOM	/ ITC ^ DetaCon
22	/ /	•	/
23	/ /	,	/
24	/ /	<i>'</i>	/
25	/ /	<i>(</i>	/

i

		Page 361
1	Е	RRATA SHEET
2		
3	Case name:	In the Matter of
4		
5		Joint Petition NewSouth
6		Communications for
7		Arbitration with BellSouth
8		
9	Deponent:	Eric Fogle
10		
11	Date: 12/7/11/07	1/10/05 - ERAATA FROM SECOND DEPOSITION
12		
13	PAGE LINE	READS SHOULD READ
14	320 / 11 /	6.3 / 643
15	341 / 4 /	PSE / PSC
16	346 / 9 /	Port / Part
17	347 / 21 /	ISDM / ISDN
18	/ /	/
19	/ /	/
20	/ /	/
21	/ /	/
22	/ /	/
23	/ /	/
24	/ /	/
25	/ /	/

	Page 362
	<i>5</i>
1 SIGNATURE	:
I, Eric Fogle, do hereby state under oa	
that I have read the above and foregoin	_
deposition in its entirety and that the	
same is a full, true and correct	
transcript of my testimony.	
⁵ Signature is subject to corrections on	
attached errata sheet, if any.	
6	
$\gamma \qquad \qquad \zeta = \gamma \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad$	
8 Eric Fogle	
9	
State of Jugai County of Tulton	
County of With	
12	
13	
Sworn to and subscribed before me this	
10 day of January, 2005.	
15 MAN HOWARD	
16 Jung 1 20Tha July	
Notary Public	
18 UBLIC OF	
My compsilon expires:	
19	
Notany Public Coulomet Course	
Notary Public, Gwinnett County, Georgia '/ Commission Expires March 17, 2007	
22	
23	
24	
25	

1	Page 147
1	SIGNATURE
2	I, Kathy Blake, do hereby state under oath
3	that I have read the above and foregoing deposition in its entirety and that the same is a full, true and correct
4	transcript of my testimony.
5	Signature is subject to corrections on
	attached errata sheet, if any.
6	
7	Kathy Blake
8	Kathy Blake
9	
10	State of secretar
11	
	County of Juctor
12 	
13	
14	Sworn to and subscribed before me this
15	5th day of Cannay , 2005.
16	•
17	Notary Public Crem & Lochweel
18	Notary Public Creva & Kochwell
10	My commission expires:
19	<u>-</u>
20	TERESA L. ROCKWELL. Notary Public, Gwinnett County, Georgia
21	My Commission Expires October 28, 2005
22	
23	
24	
25	

```
Page 146
                           ERRATA SHEET
           Case name: In the Matter of
                              Joint Petition NewSouth
                              Communications for
                              Arbitration with BellSouth
           Deponent: Kathy Blake, Volume I
10
11
           Date:
12
13
           PAGE LINE READS
                                              SHOULD READ
            11 | 1 | Racilly | Ruscelli

19 | 25 | Call in | Calling

85 | 9 | Would | Would not

109 | 25 | in | and
16
17
            121 | 17 | 129
129 | 7 | pages
                                             1 29
                                               1 phases
21
22
23
24
25
```

,	
1	Page 505
1	SIGNATURE
2	I, Kathy Blake, do hereby state under oath
3	that I have read the above and foregoing deposition in its entirety and that the
4	same is a full, true and correct transcript of my testimony.
5	Signature is subject to corrections on
	attached errata sheet, if any.
6	-
7	Kathy Blake
8	Kathy Blake Kathy Blake
9	
10	State of Georgea
11	
	County of Juctor
12 	
13	
14	Sworn to and subscribed before me this
15	5th day of January , 2005.
16	
17	
18	Notary Public Lun & Ruchwell
1 10	My commission expires:
19	My commission expires:
20	TERESA L. ROCKWELL Notary Public, Gwinnett County, Georgia
21	My Commission Expires October 28, 2005
22	
23	
24	
25	

```
Page 504
 1
                            ERRATA SHEET
                              In the Matter of
           Case name:
                               Joint Petition NewSouth
 6
                               Communications for
                               Arbitration with BellSouth
 Я
           Deponent: Kathy Blake, Volume II
10
11
           Date:
12
           PAGE LINE READS
                                            SHOULD READ
                                             / D5Ø
           158 / 24 / DSL
          203 | 13 | founding | finding

211 | 7 | Know. We | Know if we

240 | 19 | revisions | provisions

277 | 6 | Wasn't | Was

278 | 20 | cuts | guts
16
17
19
          302 18 / intraconnection / interconnection
20
          398 | 3 | specially | Socially

400 | 7 | board | port

403 | 3 | we | | Joint Petit
                                               1 port
1 Joint Petitioners
22
          403 /3
          427 118 1 Inter commercial 1 Commercial
24
          428 17 1 but Bell South 1 but if Bell South
25
```

```
Page 504
                  ERRATA SHEET
       Case name: In the Matter of
                    Joint Petition NewSouth
                    Communications for
                    Arbitration with BellSouth
       Deponent: Kathy Blake, Volume II
10
       Date:
12
       PAGE LINE
                  READS
                                 SHOULD READ
       428/9 / 25/ element. We/25/element, we
       438 / 4 / to DS-1 / to DS-3
15
       440/10/in//and
       481 /2 / their
17
                          1 our
                          1 they
       482 /24 / we
       500 18 1 forget
20
22
24
```

```
Page 253
                             ERRATA SHEET
1
2
3
                                       In the matter of
                  Case name:
                            Joint Petition NewSouth
                            Communications for
6
                            Arbitration with BellSouth
7
8
                  Deponent: Carlos Morillo
 9
10
                  Date:
11
12
                       LINE READS SHOULD READ
                  PAGE
13
                   7/4/ for / to
14
                   10/ 11 / C-L-A-R-C-K/ C-L-A-R-K
15
                   5/9/ DBI / BBI
16
                   18/3 / and accompany folks in the company
17
                   20/ 19/improve / approve
18
                   23/ 17/ guys / guides
23/ 18 / irrelevant / relevant
24/ 11 / endlessly / seamlessly
31/ 7 / Tribural / Triennial
19
20
21
22
                    34 2/ from / for
23
                    36/ 4 / installment / installing
50/ 2 / to / the
24
25
```

NICOLE FLEMING & ASSOCIATES (919) 567-1123

```
Page 253
1
                         ERRATA SHEET
3
               Case name:
                         In the matter of
                        Joint Petition NewSouth
5
                        Communications for
                        Arbitration with BellSouth
               Deponent: Carlos Morillo
9
10
               Date:
11
12
               PAGE LINE READS SHOULD READ
13
                 51/ 3 / have not / had
14
                75/7/wh-wh / no
15
                83/14/ strenuous / extraneous
16
               85 / 13 / Oniversal / Unbundled
17
               95 / 10 / frequent / infrequent
107/ 4 / correctly / exactly
134/ 9 / See / send
18
19
20
                135/ 20 / I've / We've
21
                155/12/ will / we'll
22
                156/ 10 / two / the true
23
                156/24 / off /in
24
                174/18 / regional / retail
25
```

NICOLE FLEMING & ASSOCIATES (919) 567-1123

Page 25 ERRATA SHEET	53
Case name: In the matter of Joint Petition NewSouth Communications for Arbitration with BellSouth Deponent: Carlos Morillo Date: PAGE LINE READS SHOULD READ (86 / 7 / he / it	į.
Case name: In the matter of Joint Petition NewSouth Communications for Arbitration with BellSouth Deponent: Carlos Morillo Date: PAGE LINE READS SHOULD READ (86 / 7 / Ac / it	
Joint Petition NewSouth Communications for Arbitration with BellSouth Deponent: Carlos Morillo Date: PAGE LINE READS SHOULD READ (86 / 7 / & / it	
Communications for Arbitration with BellSouth Deponent: Carlos Morillo Date: PAGE LINE READS SHOULD READ (86 / 7 / Au / it	
Arbitration with BellSouth Deponent: Carlos Morillo Date: PAGE LINE READS SHOULD READ (86 / 7 / AL / it	
Deponent: Carlos Morillo Date: PAGE LINE READS SHOULD READ (86 / 7 / he / it	
Deponent: Carlos Morillo Date: PAGE LINE READS SHOULD READ 13 166 / 7 / he / it	
Date: PAGE LINE READS SHOULD READ 13 (86 / 7 / he / it	
Date: PAGE LINE READS SHOULD READ 13 (86 / 7 / he / it	
PAGE LINE READS SHOULD READ 13 (86 / 7 / he / it	
PAGE LINE READS SHOULD READ 13 186 / 7 / he / it	
13 (86/7/he / it	
14 198/ 13/ 1KOs / 1COs 15 198/ 24 / 1Kos / 1Cos	
198/ 13/ 1KOs / 1COs 198/ 24 / 1Kos / 1Cos	
198/24 / 1Kg. / 1Cos	
16	
29/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/ 1/	
17	
18	
19	
20	
/ / /	
/ / /	
23	
24	
25	

NICOLE FLEMING & ASSOCIATES (919) 567-1123

Page	254
1	SIGNATURE
2	I, Carlos Morillo, do hereby state under oath that I have read the above and foregoing deposition in its
3	entirety and that the same is a full, true and correct transcript of my testimony.
4	cranscript or my testimony.
5	Signature is subject to corrections on attached errata sheet, if any.
6	· · · · · · · · · · · · · · · · · · ·
7	
8	Carlos Morillo
9	
10	State of <u>Jenga</u> County of Jultou
11	County of Jultou
12	,
13	Sworn to subscribed before me this
14	NOTANIO
15	
16	Minds your souls
17	Notary Public, Gwinnett County, Georgia
18	My commission expires: My Commission Expires March 17, 2007
19	
20	
21	
22	
23	
24	
25	

```
Page 295
                                                                                                                                                                                                                                               Page 297
                                             BEFORE THE
                                                                                                                                                     INDEX TO LYAMINATIONS & EXHIBITS
            NORTH CAROLINA UTILITIES COMMISSION
                                                                                                                                             Examination
                                                                                                                                                                                          Page
                                                                                                                                              Continued Direct by Ms. Toyce
                                                   F-77_, Sub 8
F-913, Sub 5
                             Dothet No.
                                                                                                                                              Cross by Mr. Culpepper
                             Booket No.
                             Exclet No. F-9au, sub 3
                             Docket No P-824, Sub 6
                             Docket No P-1202, Sub 4
                                                                                                                                              Deposition Exhibit
                                                                                                                                                                                              Page
             In the Matter of
             Joint Fetition NewSouth
                                                                                                                                              19 Notice of Deposition
                                                                                                                                                                                                  299
            Communications Corp , et al. for Arbitration with Bellsouth
                                                                                                                                              20 Deposition from 6/29/04
                                                                                                                                                                                                     300
             Telecommunications, Inc
                                                                                                                                              21 Supplemental Direct Testimony 302
                                                   Paleigh, North Carolina
                                                                                                                                      10
                                   Tuesday, December 7, 1004
Deposition of ERIC FOGLE,
                                                                                                                                              22 Rebuttal Testimony
                                                                                                                                                                                                  305
                                            VOLUME II
                                                                                                                                              23 Appendix B - Final Rules
                                                                                                                                                                                                     316
            a vieness herein, called for a amination by counsel for the Joint
                                                                                                                                      1.:
                                                                                                                                      13
            Fetitioners, in the above-entitled action, pursuant to Hotice, the witness being duly sworn by Micole Ball Fleming, Court
                                                                                                                                      15
                                                                                                                                      14.
            Reporter an: Notary Eublic in and for the
State of North Carolina, taken at the
                                                                                                                                      17
                                                                                                                                      19
            offices of Parker Foe Adams & Bernstein,
130 Fayetteville Street Mall, suite 1400,
Raleigh, Jorth Carolina, beginning at
            12 13 p m , on Tueslay, December 7, 2004, such proceedings being talen
                                                                                                                                      23
            stemographically by Wicole Ball Flaming
                                                                                                                                      24
                                                                                                          Page 296
                                                                                                                                                                                                                                              Page 298
                  APPEARANCES OF COUNSEL
                                                                                                                                                     STIPULATIONS
                                                                                                                                       2. Prior to examination of the witness
                                                                                                                                           counsel for the parties supulated and agreed as follows
  3
         On behalf of the Joint Petitioners
                                                                                                                                          1 Said deposition shall be taken for
the purpose of discovery or for use as
evidence in the above-entitled action or
                    Stephanie lovce
                    John J. Heitmann

cutaence in the arrow-emilited action or for both purposes as germitted by the applicable rules of civil procedure.
Any objections of any pury hereto as to Notice of the taking of stud deposition or is to the time and place thereof or its to the competency of the person before.
Whom the same shall be taken are hereby waited.
                    Kelley Drye & Warren
                    1200 19th Street NW
                    State 500
                    Washington DC 20036
  3
                                                                                                                                      30
         On behalf of BellSouth

    Objection to questions and motions to
    strike answers need not be made during the
    taking of this deposition, but may be made.

                    lım Meza
                    Robert Culpepper
                                                                                                                                     12 for the first time during the progress of
the first of this case or at any pretrial
12 hearing held before the Judge for the
10
                    BellSouth Legal Department
                    675 West Peachtree Street NE
                                                                                                                                     purpose of ruling thereon of arrany other
14 hearing of said case at which said
deposition might be used except that in
15 objection as to the form of a question
11
                   Stute 4300
                    Atlanta GA 30375
1.
                                                                                                                                          must be made at the time such question is
isled or objection is waived as to the
form of the question
13
14
1.5
                                                                                                                                          1. That all formalities and requirements of the Stante with respect to any
16
                                                                                                                                          formalmes not berein expressly was ed-
ue hereby wayed especially including
the right to move for the rejection of
17
18
                                                                                                                                     20 this deposition before trial for any irregularnes in the taking of the same 11 either in whole or in part or for any
19
20
                                                                                                                                          other cause
21
                                                                                                                                     5 Thru the sealed origin d transcript
21 of this deposition shall be mailed
20
23
                                                                                                                                     htts-class postage or hand defivered to

4 the party taking the deposition or its
attorney for preservation and delivery to

5 the Court at and when necessary
```

1 (Pages 295 to 298)

1	Page 299		Page 301
1	ERIC FOGLE	1	Q Do you see page 69
2	having been duly sworn.	2	And please read to yourself lines
3	testified as follows	3	12 to 20
4	CONTINUED DIRECT EXAMINATION	4	A I am handing you an exhibit that's been
5	BY MS JOYCE	5	marked 1 Have you seen this exhibit
6	Q Good afternoon, Mr Fogle I am Stephanie	6	this document before?
7	Jovee We met in June	7	And my answer was yes I have
8	A Uh-huh	8	Your question was, can you tell me
9		9	what it is?
10	Q How are you doing today? A Doing fine	10	The answer it's a notice of
		11	
12	Q Are you the same Eric Fogle that appeared		deposition of Eric Fogle
1	for deposition in June 2004 of this year?	12	Q Does that refresh your recollection as to
13	A Yes	13	whether you've seen the Exhibit 19 before?
14	(DEPOSITION EXHIBIT NO 19 WAS MARKED)	14	A Apparently I have I've simply forgotten
15	Q Mr Fogle I'm handing you an exhibit	15	that I've seen it
16	marked No 19 It's a continuation from	16	Q So you understand that you have been
17	the last time	17	provided to Joint Petitioners by BellSouth
18	Do you recognize this document?	18	as a witness to discuss issues on which
19	A No. I do not	19	you've provided written testimony?
20	Q You've never seen this document before'	20	A Yes I do
21	A I may have It looks like a notice of	21	Q And you understand that the testimony that
22	deposition	22	you give on these issues will bind
23	Q Is there anything I can show you that	23	BellSouth as a company?
24	would refresh your recollection on that	24	A Yes I do
25	point"	25	Q And do you understand that you are
	Page 300		Page 302
1	A I mean, you're asking me if I've seen this	1	considered the person with the most
2	before I don't know I may have I	2	knowledge about the issues on which you've
3	mean	3	given written testimony?
4	Q Right Is there anything any document	4	A Yes I do
5	I could show you that would refresh your	5	(DEPOSITION EXHIBIT NO 21 WAS MARKED)
6	recollection on that point?	6	Q Mr Fogle I'm handing you a document
7	A I mean you could show me that I've seen	7	marked Exhibit 21 Do you recognize this
8	it before. I mean, you may have shown it	8	document?
9	to me in June I don't remember	9	A Yes I do
	Q All right Just so we're clear		Q And can you tell me what it is?
L T ()	2 . m . ight sust so he is clean		
11	A I I b-hub	, ,	A It's supplemental direct festiment of large
11	A Uh-huh O Pm handing you an exhibit marked 20		A It's supplemental direct testimony of Eric
11 12	Q I'm handing you an exhibit marked 20	12	Fogle before the North Carolina Utilities
11 12 13	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED)	12 13	Fogle before the North Carolina Utilities Commission
11 12 13 14	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before?	12 13 14	Fogle before the North Carolina Utilities Commission Q And did you write this document?
11 12 13 14 15	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not	12 13 14 15	Fogle before the North Carolina Utilities Commission Q And did you write this document? A Yes I did
11 12 13 14 15 16	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript	12 13 14 15 16	Fogle before the North Carolina Utilities Commission Q And did you write this document? A Yes I did Q At whose direction did you write this
11 12 13 14 15 16	 Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript from the deposition that you gave June 	12 13 14 15 16	Fogle before the North Carolina Utilities Commission Q And did you write this document? A Yes I did Q At whose direction did you write this document?
11 12 13 14 15 16 17 18	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript from the deposition that you gave June 29th of this year?	12 13 14 15 16 17	Fogle before the North Carolina Utilities Commission Q And did you write this document? A Yes I did Q At whose direction did you write this document? A I wrote it at my own direction I worked
11 12 13 14 15 16 17 18	 Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript from the deposition that you gave June 29th of this year? A Yes 	12 13 14 15 16 17 18 19	Fogle before the North Carolina Utilities Commission Q And did you write this document? A Yes I did Q At whose direction did you write this document? A I wrote it at my own direction I worked with a number of folks within BellSouth to
11 12 13 14 15 16 17 18 19 20	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript from the deposition that you gave June 29th of this year? A Yes Q Can you turn to page 6 of that document	12 13 14 15 16 17 18 19 20	Fogle before the North Carolina Utilities Commission Q And did you write this document? A Yes I did Q At whose direction did you write this document? A I wrote it at my own direction. I worked with a number of folks within BellSouth to develop certain points, but I wrote the
11 12 13 14 15 16 17 18 19 20 21	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript from the deposition that you gave June 29th of this year? A Yes Q Can you turn to page 6 of that document please. It's actually the second full	12 13 14 15 16 17 18 19 20 21	Fogle before the North Carolina Utilities Commission Q And did you write this document? A Yes I did Q At whose direction did you write this document? A I wrote it at my own direction. I worked with a number of folks within BellSouth to develop certain points, but I wrote the document.
11 12 13 14 15 16 17 18 19 20 21 22	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript from the deposition that you gave June 29th of this year? A Yes Q Can you turn to page 6 of that document please It's actually the second full page	12 13 14 15 16 17 18 19 20 21 22	Fogle before the North Carolina Utilities Commission Q. And did you write this document? A. Yes I did Q. At whose direction did you write this document? A. I wrote it at my own direction. I worked with a number of folks within BellSouth to develop certain points, but I wrote the document. Q. And with whom at BellSouth did you consult.
11 12 13 14 15 16 17 18 19 20 21 22 23	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript from the deposition that you gave June 29th of this year? A Yes Q Can you turn to page 6 of that document please It's actually the second full page A I see it	12 13 14 15 16 17 18 19 20 21 22 23	Fogle before the North Carolina Utilities Commission Q. And did you write this document? A. Yes I did Q. At whose direction did you write this document? A. I wrote it at my own direction. I worked with a number of folks within BellSouth to develop certain points, but I wrote the document. Q. And with whom at BellSouth did you consult as you wrote it?
11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q I'm handing you an exhibit marked 20 (DEPOSITION EXHIBIT NO 20 WAS MARKED) Q Have you seen that document before? A No. I have not Q Would you accept that this is a transcript from the deposition that you gave June 29th of this year? A Yes Q Can you turn to page 6 of that document please It's actually the second full page A I see it	12 13 14 15 16 17 18 19 20 21 22	Fogle before the North Carolina Utilities Commission Q. And did you write this document? A. Yes I did Q. At whose direction did you write this document? A. I wrote it at my own direction. I worked with a number of folks within BellSouth to develop certain points, but I wrote the document. Q. And with whom at BellSouth did you consult.

2 (Pages 299 to 302)

	Page 3	03	Page 305
1	Steve Harris, Jerry Johnson Keith Milner	1	(DEPOSITION EXHIBIT NO 22 WAS MARKED)
	What is Mr Tommy Williams' title?	2	Q Do you recognize this document?
	He's a product manager He's responsible	3	A Yes I do
4	for line sharing products	4	Q Can you tell me what it is please?
	Had he helped you with the testimony that	5	A It's rebuttal testimony of Eric Fogle
	you submitted in this arbitration in June?	6	before the Tennessee Regulatory Authority
	I believe so	7	Q Did you consult with anybody at BellSouth
8 Q	And you've named Tommy Williams. Steve	8	as you wrote this testimony?
	Harris Keith Milner I'm sorry, there	9	A It would have been the same folks that I
10	was one other?	10	mentioned in the previous testimony. I
11 A	There was also Jerry Latham	11	would have asked them to review this
12 Q	What is Mr Latham's title?	12	testimony
13 A	He's also a product manager	13	Q And did the same distribution and edits
	My understanding is that Mr. Milner is	14	back process apply to this set of
	senior director of network	15	testimony?
16	interconnection, is that correct?	16	·
17 A	That's correct	17	a slightly different distribution because
	Do you report directly to him?	18	it's a different state. There would have
	Yes, I do	19	been some Tennessee-specific reviewers as
20 Q	Did anybody other than these gentlemen	20	opposed to North Carolina-specific
	review your testimony that you have in	21	
	front of you before it was filed?	22	who would review it would be the same
	There's quite a few folks who may or may	23	Q Would Mr Milner have reviewed it on a
	not have reviewed it. I know there's a	24	state-specific basis?
25	distribution list for internal review that	25	A Yes he would review both of these
	Page 3	04	Page 306
1	we'll send out testimony that's going to	1	Q And is the same true for Mr Jerry Latham?
	be filed to a number of different people	2	A Yes
	with lawyers and subject matter experts	3	Q And. Mr Fogle I believe that you are not
	I don't know which of them might have	4	an attorney, is that correct?
_	reviewed it	5	A That is correct. I am not an attorney
	Did you receive edits back from anybody on	6	Q Are you aware that Scot Ferguson in his
_	the distribution list?	7	written testimony stated that he offers no
	Either I would have received them or Jerry	8	legal conclusion'?
	Johnson or Steve Harris would have	9	MR CULPEPPER Object to the
	received them	10	question form of the question And
	And from whom would Mr Johnson have	11	his deposition here is going to be as
`	received them?	12	limited to the revisions he's made to his
	Typically when we send out testimony for	13	testimony or any additions to it. I don't
	review, we ask the people to respond back	14	see how the question goes to other one of
14	review, we ask the people to respond back to myself and to Jerry Johnson or Steve	14 15	see how the question goes to either one of those two areas
14 15	to myself and to Jerry Johnson or Steve	15	those two areas
14 15 16		15 16	those two areas MS_JOYCE - It's essentially
14 15 16 17	to myself and to Jerry Johnson or Steve Harris and so people typically reply back to both of us	15 16 17	those two areas MS_JOYCE - It's essentially foundational - Mr_Fogle, from what I've
14 15 16 17 18 Q	to myself and to Jerry Johnson or Steve Harris and so people typically reply back to both of us Did you typically implement the edits that	15 16 17 18	those two areas MS_JOYCE - It's essentially foundational - Mr_Fogle, from what I've seen, has not included such a statement.
14 15 16 17 18 Q	to myself and to Jerry Johnson or Steve Harris and so people typically reply back to both of us Did you typically implement the edits that had been sent to you or Mr. Johnson'?	15 16 17 18 19	those two areas MS_JOYCE — It's essentially foundational — Mr_Fogle, from what I've seen, has not included such a statement, and I just wanted to make sure that that
14 15 16 17 18 Q 19 20 A 21	to myself and to Jerry Johnson or Steve Harris and so people typically reply back to both of us Did you typically implement the edits that	15 16 17 18	those two areas MS_JOYCE - It's essentially foundational - Mr_Fogle, from what I've seen, has not included such a statement, and I just wanted to make sure that that was clear as to both the November 12th and
14 15 16 17 18 Q 19 20 A 21 22	to myself and to Jerry Johnson or Steve Harris and so people typically reply back to both of us Did you typically implement the edits that had been sent to you or Mr Johnson? I review all of them—I accept some, I	15 16 17 18 19 20	those two areas MS JOYCE It's essentially foundational Mr Fogle, from what I've seen, has not included such a statement, and I just wanted to make sure that that was clear as to both the November 12th and the November 19th testimony
14 15 16 17 18 Q 19 20 A 21 22 23	to myself and to Jerry Johnson or Steve Harris and so people typically reply back to both of us Did you typically implement the edits that had been sent to you or Mr Johnson? I review all of them I accept some. I reject others—I don't really recall which ones, but ultimately I'm responsible for what's in my testimony	15 16 17 18 19 20 21	those two areas MS_JOYCE - It's essentially foundational - Mr_Fogle, from what I've seen, has not included such a statement, and I just wanted to make sure that that was clear as to both the November 12th and
14 15 16 17 18 Q 19 20 A 21 22 23	to myself and to Jerry Johnson or Steve Harris and so people typically reply back to both of us Did you typically implement the edits that had been sent to you or Mr Johnson? I review all of them I accept some. I reject others I don't really recall which ones, but ultimately I'm responsible	15 16 17 18 19 20 21 22	those two areas MS JOYCE It's essentially foundational Mr Fogle, from what I've seen, has not included such a statement, and I just wanted to make sure that that was clear as to both the November 12th and the November 19th testimony MR CULPEPPER His testimony

3 (Pages 303 to 306)

	Page	307	Page 3	09
1	MR CULPEPPER And the question	1	appropriate to have this type of issue in	
2	about his testimony would be something	2		
3	that's in Mr. Ferguson's testimony?	3	arbitratable issue from my perspective	
4	MS JOYCE No I'm asking	4	Q And you don't consider this statement to	
5	We're kind of getting ahead of ourselves	5	be a legal conclusion or opinion?	
6	Liefer to Mr. Ferguson's testimony for	6	A No. I don't	
7	comparative purposes only and I want to	7	Q Would you characterize it as a policy	
8	clarify that Mr Fogle has not made the	8	opinion?	
9	same representation in his testimony	9	A I'd characterize it as one of the reasons	
10	MR CULPEPPER I'm not sure if	10	•	
11	I'm following, but go ahead and ask this	11	more product, control	
12	question	12		
13	Q Do you understand my question?	13	<i>3- 8</i>	
	A The last question I believe you asked me	14	, , , , , , , , , , , , , , , , , , , ,	
15	was if I was familiar with Mr Ferguson's	15	1	
16	testimony I have not read Mr Ferguson's	16		
17	testimony	17	0 · 0 · · · · · · · · · · · · · · · · ·	
18	Q Are there Did you represent in	18		
19	this these two sets of testimony	19	20 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
20	before you. November 12th, November 19th,	20	- C	
21	as to whether you are making any legal	21		
22	opinions or conclusions therein?	22	· · · · · · · · · · · · · · · · · · ·	
23	A I am not a lawyer, so I wouldn't consider	23	•	
24	myself qualified to make a legal opinion	24		
25	or conclusion	25	at his transcript from June, pages 114 and	
	Page	308	Page 3	10
1	Q So your intent in this testimony was not	1	115, I think this question has been asked	
2	to make legal conclusions?	2	and answered by Mr Fogle	
3	A Lagree	3	Q Okay Mr Fogle, could you look at	
4	Q Can you please turn to Exhibit 21 your	4	Exhibit 22, please which is your November	
5	November 12th testimony And look at page	5	19th	
6	20, please Lines 13 to 16	6	A Okay	
7	Do you have that?	7	Q And look at page 3. lines 4 to 6 You	
8	A Yes I do	8	state that it is impossible to square the	
9	Q You state here that the interconnection	9		
10 11	agreement at issue in this arbitration is	10	÷ 1	
I	on agreement nursuant to Vection 751 of	11		
	an agreement pursuant to Section 251 of			
12	the Act and it is not appropriate to	12	A Yes I do	
12 13	the Act and it is not appropriate to require services not mandated pursuant to	12 13	A Yes I do Q Is that your policy opinion?	
12 13 14	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this	12 13 14	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony	
12 13 14 15	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement	12 13 14 15	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the	
12 13 14 15 16	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement On what did you base this	12 13 14 15 16	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the TRO I don't I mean, they seem to be	
12 13 14 15 16 17	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement On what did you base this statement?	12 13 14 15 16 17	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the TRO I don't I mean, they seem to be saying exact opposites	
12 13 14 15 16 17 18	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement On what did you base this statement? A. I based this statement on my understanding	12 13 14 15 16 17	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the TRO I don't I mean, they seem to be saying exact opposites Q And this is based on your own read of the	
12 13 14 15 16 17 18 19	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement On what did you base this statement? A. I based this statement on my understanding of DSL services, the jurisdiction for DSL.	12 13 14 15 16 17 18	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the TRO I don't I mean, they seem to be saying exact opposites Q And this is based on your own read of the TRO?	
12 13 14 15 16 17 18 19 20	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement On what did you base this statement? A I based this statement on my understanding of DSL services, the jurisdiction for DSL, and the obligation to provide DSL are	12 13 14 15 16 17 18 19 20	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the TRO I don't I mean, they seem to be saying exact opposites Q And this is based on your own read of the TRO? A Yes	
12 13 14 15 16 17 18 19 20 21	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement. On what did you base this statement? A I based this statement on my understanding of DSL services, the jurisdiction for DSL, and the obligation to provide DSL are with my understanding don't come out of	12 13 14 15 16 17 18 19 20 21	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the TRO I don't I mean, they seem to be saying exact opposites Q And this is based on your own read of the TRO? A Yes Q All right, Mr Fogle, we'll begin with	
12 13 14 15 16 17 18 19 20 21 22	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement On what did you base this statement? A I based this statement on my understanding of DSL services, the jurisdiction for DSL, and the obligation to provide DSL are with my understanding don't come out of the Section 251. This should be	12 13 14 15 16 17 18 19 20 21 22	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the TRO I don't I mean, they seem to be saying exact opposites Q And this is based on your own read of the TRO? A Yes Q All right, Mr Fogle, we'll begin with Issue 2-18, line conditioning	
12 13 14 15 16 17 18 19 20 21	the Act and it is not appropriate to require services not mandated pursuant to Section 251 to be included in this agreement. On what did you base this statement? A I based this statement on my understanding of DSL services, the jurisdiction for DSL, and the obligation to provide DSL are with my understanding don't come out of	12 13 14 15 16 17 18 19 20 21	A Yes I do Q Is that your policy opinion? A It's my opinion when I read the testimony of the CLECs versus what I read in the TRO I don't I mean, they seem to be saying exact opposites Q And this is based on your own read of the TRO? A Yes Q All right, Mr Fogle, we'll begin with Issue 2-18. The conditioning Has your testimony to the North	

4 (Pages 307 to 310)

	Page 311	Page 313
1 commission on June 4th of this year?	1	just cited. I don't see how this is any
2 A I don't believe it has changed. I'd hav		different
3 to look at the two side by side to know	3	MS JOYCE Well actually
4 for sure	4	counsel. I'm quoting to him from his
5 Q And why would it not have changed?		rebuttal testimony which is new and he's
6 MR CULPEPPER Object to the		specifically addressing the Joint
7 of the question—Is there something	7	Petitioners' position from earlier so
8 particular in his testimony that you're	8	it's not the same as what I deposed him on
9 asking him about, a particular page?	9	in June He's taken a position directly
10 Q Has BellSouth's issue on 218 changed		addressing a Joint Petitioners' position
11 June of 2004?	11	and specifically the interplay of a rule
12 A No. it has not	12	and the order So it is it's actually
13 Q And returning to Exhibit 22 your No 14 19th testimony Beginning at page 2 i		a new subject, and I just would like to
	s 14 15	know from where he came to that conclusion
15 your discussion of Issue 218 16 Where did you derive the position		
that you take at lines 15 to 22 on page	=	MR CULPEPPER Yeah, go ahead with it
18 A I'm sorry I don't really understand		A Can you ask your question for me again?
Where did I derive my position? What		Repeat your question
20 thoughts did I have or		Q How Is it fair to say that the
21 Q How did you reach the conclusion?	21	statement appearing at lines 15 to 22 on
22 A Reach this conclusion? I reached this		page 2 comes from your read of the rule
23 conclusion that I mean, the TRO	23	and the TRO?
24 clarifies the definitions of line	24	A Yes
25 conditioning and more importantly, tl	ne 25	Q Can you please turn to page 4 of that same
	Page 312	Page 314
1 definitions of line conditioning that	Page 312	Page 314
definitions of line conditioning that BellSouth is obligated to provide	Page 312 1	Page 314 testimony, bottom of the page, lines 24 to
2 BellSouth is obligated to provide	Page 312 1 2	Page 314 testimony, bottom of the page, lines 24 to 25
2 BellSouth is obligated to provide 3 TROs is more recent than the	Page 312 1 2 3	Page 314 testimony, bottom of the page, lines 24 to 25 A. You said page 49
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 carlier rules that are 51 319(a)(1)(iii),	Page 312 1 2 3 4	Page 314 testimony, bottom of the page, lines 24 to 25 A You said page 49 Q Page 4
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 carbier rules that are 51 319(a)(1)(iii), 5 and and it clearly is just when you	Page 312 1 2 3 4 5	Page 314 testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 carlier rules that are 51 319(a)(1)(iii), 5 and and it clearly is just when you	Page 312 1 2 3 4 5 6	Page 314 testimony, bottom of the page, lines 24 to 25 A. You said page 4? Q. Page 4 A. Okay Q. And to paraphrase, it says the very fact
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 carlier rules that are 51 319(a)(1)(iii), 5 and and it clearly is just when you 6 read it it's intending to clarify the	Page 312 1 2 3 4 5 6 ose 7	Page 314 testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 earlier rules that are 51 319(a)(1)(iii), 5 and and it clearly is just when you 6 read it it's intending to clarify the 7 cartier rules And so my reading of the 8 clarifications are what I'm stating here 9 Q Is it your position that Rule	Page 312 1 2 3 4 5 6 7 8 9	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 carlier rules that are 51 319(a)(1)(iii), 5 and and it clearly is just when you 6 read it it's intending to clarify the 7 carlier rules And so my reading of the 8 clarifications are what I'm stating here 9 Q Is it your position that Rule 10 51 319(a)(1)(iii) is an old rule?	Page 312 1 2 3 4 5 6 7 8 9 10	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 carlier rules that are 51 319(a)(1)(iii), 5 and and it clearly is just when you 6 read it it's intending to clarify the 7 carlier rules And so my reading of the 8 clarifications are what I'm stating here 9 Q Is it your position that Rule 10 51 319(a)(1)(iii) is an old rule? 11 A No. I it has been around longer tha	Page 312 1 2 3 4 5 6 ose 7 8 9 10 n 11	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 carlier rules that are 51 319(a)(1)(iii), 5 and and it clearly is just when you 6 read it it's intending to clarify the 7 carlier rules. And so my reading of the 8 clarifications are what I'm stating here 9 Q Is it your position that Rule 10 51 319(a)(1)(iii) is an old rule? 11 A No. I it has been around longer tha 12 the TRO so it was written before the T	Page 312 1 2 3 4 5 6 ose 7 8 9 10 n 11 TRO 12	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO Do you see that? A Yes I do Q What do you mean by that statement?
2 BellSouth is obligated to provide 3 TROs is more recent than the 4 carlier rules that are 51 319(a)(1)(iii), 5 and and it clearly is just when you 6 read it it's intending to clarify the 7 carlier rules. And so my reading of the 8 clarifications are what I'm stating here 9 Q Is it your position that Rule 10 51 319(a)(1)(iii) is an old rule? 11 A No. I it has been around longer tha 12 the TRO so it was written before the Tallog Q Is it still valid?	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tanaly and the Troman are what I'm stating here It is an old rule? It is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tanaly and Troman are what I'm stating here	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13 14	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer that the TRO so it was written before the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the Tallouth and the Tropy of the T	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13 14 15	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 10 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tall Q Is it still valid? A Yes S Q Is it fair to say that the position you take at lines 15 to 22 on page 2 stem for	Page 312 1 2 3 4 5 6 ose 7 8 9 10 n 11 CRO 12 13 14 15 rom 16	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. 1 it has been around longer tha the TRO so it was written before the Tall Q Is it still valid? A Yes S Q Is it fair to say that the position you take at lines 15 to 22 on page 2 stem for your reading of the TRO and the rule?	Page 312 1 2 3 4 5 6 ose 7 8 9 10 n 11 TRO 12 13 14 15 rom 16	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and the TRO together to determine what line
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. 1 it has been around longer tha the TRO so it was written before the T Q Is it still valid? A Yes Us it fair to say that the position you take at lines 15 to 22 on page 2 stem fi your reading of the TRO and the rule? MR CULPEPPER I'm going to	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13 14 15 rom 16 17 18	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and the TRO together to determine what line conditioning elements that BellSouth is
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tall Q Is it still valid? A Yes Us it fair to say that the position you take at lines 15 to 22 on page 2 stem for your reading of the TRO and the rule? MR CULPEPPER I'm going to object again to this line of questioning	Page 312 1 2 3 4 5 6 ose 7 8 9 10 nn 11 TRO 12 13 14 15 rom 16 17 18 19	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO. Do you see that? A Yes I do. Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and the TRO together to determine what line conditioning elements that BellSouth is obligated to provide.
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tall Q Is it still valid? A Yes Us it fair to say that the position you take at lines 15 to 22 on page 2 stem for your reading of the TRO and the rule? MR CULPEPPER I'm going to object again to this line of questioning Again, this is an area that has been	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13 14 15 16 17 18 19 20	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO. Do you see that? A Yes I do. Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and the TRO together to determine what line conditioning elements that BellSouth is obligated to provide. So, as a result, even though
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tall Q Is it still valid? A Yes Us it fair to say that the position you take at lines 15 to 22 on page 2 stem for your reading of the TRO and the rule? MR CULPEPPER I'm going to object again to this line of questioning Again, this is an area that has been covered with Mr. Fogle in his previous	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13 14 15 16 17 18 19 20 5 21	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO. Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and the TRO together to determine what line conditioning elements that BellSouth is obligated to provide So, as a result, even though routine network modification is not
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tall Q Is it still valid? A Yes Q Is it fair to say that the position you take at lines 15 to 22 on page 2 stem for your reading of the TRO and the rule? MR CULPEPPER I'm going to object again to this line of questioning Again, this is an area that has been covered with Mr. Fogle in his previous deposition. I'm referring specifically to	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13 14 15 7 18 19 20 5 21 0 22	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO. Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and the TRO together to determine what line conditioning elements that BellSouth is obligated to provide So, as a result, even though routine network modification is not mentioned in an earlier rule, it is
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tall Q Is it still valid? A Yes Q Is it fair to say that the position you take at lines 15 to 22 on page 2 stem for your reading of the TRO and the rule? MR CULPEPPER I'm going to object again to this line of questioning Again, this is an area that has been covered with Mr. Fogle in his previous deposition. I'm referring specifically to pages 84 and 85 where I think you are	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13 14 15 7 18 19 20 3 21 0 22 23	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO. Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and the TRO together to determine what line conditioning elements that BellSouth is obligated to provide So, as a result, even though routine network modification is not mentioned in an earlier rule, it is mentioned in the TRO as part of what the
BellSouth is obligated to provide TROs is more recent than the carlier rules that are 51 319(a)(1)(iii), and and it clearly is just when you read it it's intending to clarify the carlier rules. And so my reading of the clarifications are what I'm stating here Q Is it your position that Rule 51 319(a)(1)(iii) is an old rule? A No. I it has been around longer tha the TRO so it was written before the Tall Q Is it still valid? A Yes Q Is it fair to say that the position you take at lines 15 to 22 on page 2 stem for your reading of the TRO and the rule? MR CULPEPPER I'm going to object again to this line of questioning Again, this is an area that has been covered with Mr. Fogle in his previous deposition. I'm referring specifically to pages 84 and 85 where I think you are	Page 312 1 2 3 4 5 6 ose 7 8 9 10 11 TRO 12 13 14 15 rom 16 17 18 19 20 3 21 0 22 23 24	testimony, bottom of the page, lines 24 to 25 A You said page 4? Q Page 4 A Okay Q And to paraphrase, it says the very fact that the rule may not mention the phrase routine network modifications does not negate the FCC's express findings in the TRO. Do you see that? A Yes I do Q What do you mean by that statement? A That particular statement and the whole point of this part of my rebuttal testimony is attempting to show that you have to take Rule 51 319(a)(1)(iii) and the TRO together to determine what line conditioning elements that BellSouth is obligated to provide So, as a result, even though routine network modification is not mentioned in an earlier rule, it is

5 (Pages 311 to 314)

Page 315	5 Page 317
to BellSouth and other ILECs Q Why do you believe they have to be read together? A The only way you could not read them together is if you just simply ignored what was in the TRO. The TRO specifically talks about how to see line conditioning. how to treat line conditioning and BellSouth's obligation for line conditioning. So it's obviously a new set of conditioning. So it's obviously a new set of conditioning. Q Is your conclusion that they must be read together based on legal research that you've done? A No. I'm just concluding that based on the fact that when you have two or three sets	Q What are the underlined words that appear next to the number eight? A Routine network modifications Q Moving on to Issue 2-19, Mr Fogle. This one is about load coils. Has BellSouth's position on Issue 2-19 changed from June when you wrote your testimony to the North Carolina Commission? A No. it has not. Q And thus has your testimony changed? A I don't believe that it has. Q Can you please turn to page 5 of Exhibit. A Okay. A Okay. A Okay. And look at the bottom of the page where it starts on page 20 or line 24. You state, the TRO clearly states that.
of rules that cross two or three sets of orders or different sets of time that each of them is cumulative or add to the previous. That happens in regulatory rules where you have rules that you have to follow that come from a lot of different places and a lot of different times. Page 316	BellSouth must perform the same line conditioning activities turn the page for CLECs as it does for its own retail customers. Do you see that? A Yes, I do On what do you base that statement? A I believe I'm referring to a particular paragraph. I'm thinking it's paragraph.
1 Q If I characterize your conclusion as a 2 common sense conclusion, would that be 3 fair? 4 A Yes 5 Q Are you aware of whether the FCC has a 6 rule devoted to routine network 7 modifications? 8 A I'm not sure I'd characterize it as a 9 rule I know they have some discussions 10 and definitions of what a routine network 11 modification is 12 (DEPOSITION EXHIBIT NO 23 WAS MARKED) 13 Q Mr Fogle I'm handing you an excerpt of a 14 document Do you know Do you 15 recognize this excerpt? 16 A I do not 17 Q Would you accept that this is an excerpt 18 from the TRO? 19 A Subject to check, sure I'll 20 Q And do you see on page 3 of what I just 10 handed you, there's a number eight about 11 halfway down the page? 12 A Yeah It's page marked page 16 even 13 though it's the third page that you handed 15 me Yes	think there's a quote in there about how line conditioning is best seen as a routine network operation or something along the lines I'm paraphrasing routine network activity or operation that an ILEC does for its own customers Q Is there any other and I'm quite impressed that you remember the number but is there any other portion of the order that you base this statement on? A Not that I can recall right now. I must sav I'm guessing at the number. I believe that's the right the correct number. Q And you've also given testimony on Issue. 2-22 with regard to bridged taps. Has BellSouth's position changed on this issue since June? A No, it has not. Q Has your testimony, therefore changed at all? A I don't believe that it has MR CULPEPPER Issue 2-20? MS JOYCE Uh-huh MR CULPEPPER Okay

6 (Pages 315 to 318)

Page	319	Page 321
1 Q I direct your attention to Exhibit 22.	1	possibly some of the testimony but I
2 your November 19th testimony, at page 7	2	don't recall whether it was the testimony
3 At lines 5 to 7 you state that the policy	3	or not But the issue statement at
4 of not removing bridged taps less than	4	least as I read it the issue statement I
5 2,500 feet, in quotes short bridged taps.	5	was referring to in June versus the one we
6 was established by both BellSouth and the	6	did looked at in November were
7 CLECs through the industry shared loop	7	different
8 collaborative Do you see that?	8	Q Has your testimony on Issue 2-28 changed
9 A Yes I do	9	from what it was in June?
10 Q Is this the shared loop collaborative that	10	A I believe I've added some additional
operates throughout the BellSouth region	11	testimony
as a cooperative effort between the CLECs	12	
13 and BellSouth?	13	your November 12th testimony, sir And
14 A Yes it is	14	let me ask you this Are you aware of who
15 Q Do you know as an absolute number how many	15	the petitioners are in this arbitration?
16 BellSouth loops in North Carolina have	16	A The five CLECs, you're referring to? When
17 less than 2.500 feet of bridged tap?	17	you say
18 A I do not no	18	Q The petitioners, the Joint Petitioners in
19 Q Do you know as a proportion of the total	19	this case Do you know
20 BellSouth loops in North Carolina?	20	A Am I aware of who they are. like the names
21 A I don't know	21	of the companies?
22 Q Do you know the answer to my questions for	22	
23 any state in the BellSouth region?	23	A Yes I'm somewhat aware ves
24 A Not sitting here I don't	24	Q So one is KMC?
25 Q And directing your attention to page 6 of	25	A Uh-huh
Page	: 320	
		Page 322
1 your November 19th testimony Lines 23 to	1	Page 322 Q Another is Xspedius?
1 your November 19th testimony Lines 23 to 24 you state that such activity and	1 2	Page 322 Q Another is Xspedius? A Yeah, and NuVox There are probably a
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps	1 2 3	Page 322 Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember
your November 19th testimony Lines 23 to 2 24 you state that such activity and this regards removing bridged taps does not fall within the FCC's definition	1 2 3 4	Page 322 Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the
your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO Do you	1 2 3 4 5	Page 322 Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony
your November 19th testimony Lines 23 to 2 24 you state that such activity and this regards removing bridged taps 4 does not fall within the FCC's definition of line conditioning in the TRO Do you see that?	1 2 3 4 5 6	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners
your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO Do you 6 see that? 7 A Yes I do	1 2 3 4 5 6 7	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you	1 2 3 4 5 6 7 8	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement?	1 2 3 4 5 6 7 8 9	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now?
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same	1 2 3 4 5 6 7 8 9	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3 Since BellSouth does not	1 2 3 4 5 6 7 8 9 10 11	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3 Since BellSouth does not 12 routinely remove bridged taps for its own	1 2 3 4 5 6 7 8 9 10 11 12	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs.
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3 Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore, it's not part of the	1 2 3 4 5 6 7 8 9 10 11 12 13	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3 Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore, it's not part of the 14 FCC's definition of a line conditioning	1 2 3 4 5 6 7 8 9 10 11 12 13 14	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier?
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3 Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3. Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide 16 Q And now, regarding Issue 2-28, if I may	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states?
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3. Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide 16 Q And now, regarding Issue 2-28, if I may 17 direct your attention to Exhibit 21, your	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states? A I believe we're doing so in Georgia.
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3. Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide 16 Q And now, regarding Issue 2-28, if I may 17 direct your attention to Exhibit 21, your 18 November 12 testimony at page 2, lines 23	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states? A I believe we're doing so in Georgia. Louisiana and I believe those are the
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3. Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide 16 Q And now, regarding Issue 2-28, if I may 17 direct your attention to Exhibit 21, your 18 November 12 testimony at page 2, lines 23	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states? A I believe we're doing so in Georgia. Louisiana and I believe those are the only two states
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3. Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide 16 Q And now, regarding Issue 2-28, if I may 17 direct your attention to Exhibit 21, your 18 November 12 testimony at page 2, lines 23 19 to 24. Do you see that? 20 A Yes	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states? A I believe we're doing so in Georgia. Louisiana and I believe those are the only two states Q Are you providing DSL over UNEs in Georgia
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3. Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide 16 Q And now, regarding Issue 2-28, if I may 17 direct your attention to Exhibit 21, your 18 November 12 testimony at page 2, lines 23 19 to 24. Do you see that? 20 A Yes 21 Q You state that Issue 2-28 or Item 46 has	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states? A I believe we're doing so in Georgia. Louisiana and I believe those are the only two states Q Are you providing DSL over UNEs in Georgia pursuant to an order of the Commission?
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3. Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide 16 Q And now, regarding Issue 2-28, if I may 17 direct your attention to Exhibit 21, your 18 November 12 testimony at page 2, lines 23 19 to 24. Do you see that? 20 A Yes 21 Q You state that Issue 2-28 or Item 46 has 22 been modified during the abatement by the	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states? A I believe we're doing so in Georgia. Louisiana and I believe those are the only two states Q Are you providing DSL over UNEs in Georgia pursuant to an order of the Commission? A Yes
1 your November 19th testimony Lines 23 to 2 24 you state that such activity and 3 this regards removing bridged taps 4 does not fall within the FCC's definition 5 of line conditioning in the TRO. Do you 6 see that? 7 A Yes I do 8 Q And what portion of the TRO are you 9 relying on to make that statement? 10 A I think I'm going back to the same 11 paragraph 6.3. Since BellSouth does not 12 routinely remove bridged taps for its own 13 self, therefore it's not part of the 14 FCC's definition of a line conditioning 15 that we're obligated to provide 16 Q And now, regarding Issue 2-28, if I may 17 direct your attention to Exhibit 21, your 18 November 12 testimony at page 2, lines 23 19 to 24. Do you see that? 20 A Yes 21 Q You state that Issue 2-28 or Item 46 has 22 been modified during the abatement by the 23 Joint Petitioners. What do you mean by that statement?	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states? A I believe we're doing so in Georgia. Louisiana and I believe those are the only two states Q Are you providing DSL over UNEs in Georgia pursuant to an order of the Commission? A Yes
your November 19th testimony Lines 23 to 24 you state that such activity and this regards removing bridged taps does not fall within the FCC's definition of line conditioning in the TRO. Do you see that? A Yes I do Q And what portion of the TRO are you relying on to make that statement? A I think I'm going back to the same paragraph 6.3. Since BellSouth does not routinely remove bridged taps for its own self, therefore it's not part of the FCC's definition of a line conditioning that we're obligated to provide Q And now, regarding Issue 2-28, if I may direct your attention to Exhibit 21, your November 12 testimony at page 2, lines 23 to 24. Do you see that? A Yes Q You state that Issue 2-28 or Item 46 has been modified during the abatement by the Joint Petitioners. What do you mean by	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q Another is Xspedius? A Yeah, and NuVox There are probably a couple others, so if I remember correctly. I think I mentioned them in the front of my testimony Q Of the companies that are the petitioners in this case, do you know whether BellSouth is providing DSL services over UNEs leased to those companies right now? A I don't know Q Do you know whether anywhere in its region BellSouth is providing DSL over UNEs leased to a CLEC competitive local exchange carrier? A Yes Q And in which states? A I believe we're doing so in Georgia. Louisiana and I believe those are the only two states Q Are you providing DSL over UNEs in Georgia pursuant to an order of the Commission? A Yes Q And is the same true in Louisiana?

7 (Pages 319 to 322)

	Page	323	Page 325
1 2	situations where you're providing DSL over leased UNEs?	1 2	recollection is it's almost identical to Q and A that we had in June
3	A Looking In terms of the number of	3	MS JOYCE Okay I can solve
4	count of CLECs?	4	this I can move on
5	Q Yes	5	Q On page 15 of the November 12th testimony.
6	A Around 20 in Georgia and 15 to 20 in	6	Mr Fogle
7	Louisiana	7	A Yes
8	Q Do you know when BellSouth commenced	8	Q you refer to a lack of interest by a
9	providing service in that way in Georgia?	9	majority of the CLPs Why do you
10	A In Georgia I believe it was earlier this	10	characterize it as a lack of interest?
11	year I don't know the exact date	11	A In states like In Louisiana, in
12	Q And do you know when it commenced in	12	Florida where we had to have orders to
13	Louisiana ⁹	13	provide DSL services to customers of
14	A It would have been mid middle of last	14	CLECs, only a handful of the CLECs have
15	year	15	adopted the language to do that 1
16	Q Now, at the bottom of page 14 of your	16	mentioned like 20 or so in Georgia And
17	November 12th testimony continued to the	17	I'm not even sure if it's that high.
18	next page you state that a majority of	18	actually but in Louisiana we have 15 or
19	the CLPs have not requested, nor adopted	19	20 CLECs There's over a hundred
20	the necessary interconnection agreement	20	certificate of CLECs in the state, so it's
	language Do you see that? A That is correct	21 22	a very small percentage of the CLECs
23	A That is correct O When you use the term "CLPs" do you mean	23	are availing themselves of that particular
24	Q When you use the term "CLPs." do you mean competitive providers in the state of	24	portion of the interconnection agreement
25	North Carolina'	25	Q You said there are over a hundred CLECs in which state?
-			
1	Page	_	Page 326
$\frac{1}{2}$	A Yes In North Carolina, they refer to	1	A I think in Louisiana
3	CLECs as CLPs or C-L-P-s	2	Q Do you know how many there are in Georgia?
4	Q Is BellSouth providing DSL over UNEs in North Carolina?	3 4	A I believe also over a hundred
5	A No. we are not	5	Q The 20 or so CLECs in Georgia that are
6	Q Has it been ordered to do so?	5 6	presently involved in a DSL over UNE situation, do they have interconnection
7	A No	7	agreement language
8	Q Do you believe BellSouth has an obligation	8	A Yeah
9	in North Carolina to provide DSL over	9	Q on that issue'?
10	UNEs ⁹		A And, actually, as I continue to think
11	MR CULPEPPER Object to the form	11	about each particular state where we do
12	of the question Also, the line of	12	DSL over UNE-P and I think the number
13	questioning about BellSouth's obligation	13	of CLECs involved in Georgia is actually
14	to provision DSL over UNEs is another area	1.4	smaller I believe it's only three or
15	that was covered at length in Mr Fogle's	15	four that are involved. Specifically
16	June deposition, so I this we're	16	we've had two arbitrations where the
17	plowing you know we are replowing	17	Georgia Commission has found that we have
18	ground here	18	to provide our DSL over UNE-P And I
19	MS JOYCE Actually, what I'm	19	don't know I know both of them do
20	reading from is new in the November 12th	20	I don't know if those interconnection
21	edition of the testimony	21	agreements have been adopted by others I
00	MR CULPEPPER The question	22	know that has been the case in Louisiana.
22			
23	The question as to whether The	23	and I know we have a handful in Kentucky
	the question as to whether The question as I understood it, you were asking about in North Carolina, my	23 24 25	Q Do you know when the Georgia orders came out that you discussed?

8 (Pages 323 to 326)

	Page	327	Page 329
	both of them were either late	1	interconnection agreements are state
	or early this year It's been	2	specific, even if they're negotiated, or
	w months	3	they have a regional nature to them
4 Q So these	three or four CLECs in Georgia	4	They're adopted and put in on a
	interconnection agreement	5	state-by-state basis Like I said, also
	entitling them to the situation?	6	the rules the specific orders that we
7 A Yes	<u> </u>	7	have to provide our DSL services with
8 Q Has anv	CLP or CLEC in another BellSouth	8	
	ested similar language in their	9	from state to state. No two states are
	ection agreement?	10	
	number of CLECs have adopted the	11	
	in Louisiana and also in Florida	12	
, , , , , , , , , , , , , , , , , , ,	guage in Florida and some also	13	
	n Kentucky	14	
1	know how many in Florida?	15	• • • • • • • • • • • • • • • • • • • •
	eit's, again in it's in the	16	
17 order of 1		17	
	know how many CLECs in Kentucky?	18	
`	only five or six	19	`
	know whether BellSouth would be	20	
	entitle a CLEC in a state that	21	
0	rida or Kentucky to take the	22	
	nterconnection language?	23	· · · · · · · · · · · · · · · · ·
	CULPEPPER I object to the		
	re question	25	A I mean, right now in Georgia, in
	•		particular, we actually there's no
	Page	328	Page 330
	guage we have in each state is	1	general order by the commission to provide
2 specific to	the order that we have in each	2	our DSL over UNE-P or with UNE-L or any
3 state So	we have a specific order in	3	other type of UNE We have the two
4 Florida, v	ve have a specific order on	4	arbitrations and I believe there are two
5 arbitratio	ns in Georgia, the same in	5	interconnection rules that we have
6 Louisiana	n, and m Kentucky, so I don't	6	There's the Interim Rules order, which I
7 know tha	t if we were to adopt language	7	think has freezes interconnection
ී from ano	ther state that it would actually	8	agreements that have frozen elements in
	pliance with the order that we	9	them And then there's also I think,
10 have in the	ne state you're trying to move it	10	
11 to		11	
	he Joint Petitioners be able to	12	
`	Georgia interconnection	13	
	it language in Mississippi'	14	
	CULPEPPER Object to the form	15	- 1
	estion What particular language	16	
1	lking about adopting ⁹	17	
	JOYCE The language in	18	
_	hat the three or four CLECs have	19	
J	les the DSL over UNE situation	20	
_	CULPEPPER And the question	21	
	d it be adopted in another	22	
23 state ⁽⁾	a n oc taopica in anomer	23	
	JOYCE Right	24	
_			
_	I'm aware As far as I know.	25	

9 (Pages 327 to 330)

	Pag	e 331	F	age	333
1	could rephrase your question for me to	1	that are going on there		
2	help me understand exactly what you're	2	Q Is there any agreement in Louisiana that's		
3	asking	3	not, as you say, frozen by an Interim		
4	Q Could a CLEC today get the in Georgia	4	Rules Order ⁹		
5	get the interconnection agreement language	5	MR CULPEPPER Object to the form		
6	that other CLECs have in Georgia on this	6	of the question. And an additional		
7	issue?	7	matter I'm not sure where this is		
8	A I don't believe they could no	8	anything that's in his rebuttal testimony.		
9	Q Could other CLECs in Louisiana get the	9	that is available interconnection		
10	interconnection agreement language	10	agreements		
11	operating in Louisiana on this point?	11	MS JOYCE Well, if you look at		
12	A No If there was an interconnection	12	page 14 to 15 regarding Issue 2-28		
13	agreement that was available that had no	13	MR CULPEPPER Right		
14	frozen elements in other words it was	14	MS JOYCE beginning with the		
15	adoptable and they were willing to adopt	15	words, even in those states where		
16	it in its entirety in other words if they	16	BellSouth has been ordered, is new and		
17	were could find that agreement that	17	continues throughout that paragraph		
18	there was one they were allowed to adopt	19	That's all new		
19	based on the Interim Rules Order and they	19	And Mr Fogle has opined that		
20	were willing to take it in its entirety.	20	there's a lack of interest by CLPs in		
21	then I would guess they would be able to	21	getting DSL service over UNEs, and so I'm		
22	get the DSL rules that are contained in	22	just trying to establish whether they		
23	that interconnection agreement. I don't	23	could And this is new testimony, so		
24	know all the different interconnection	24	MR CULPEPPER Agree, this is new		
25	agreements that are out there	25	testimony and I believe you've already		
	Pag	e 332	F	Page	334
1	Q Has BellSouth incorporated DSL over UNE	1	asked him his opinion and his basis for		
2	language into its generic Louisiana	2	why there's a lack of interest in DSL over		
3	interconnection agreement's	3	UNE-P That's been asked and answered		
4	A I don't know, to tell you the truth 1	4	So the question about what is adoptable or		
5	know we have language that we've	5	not adoptable is not here and is, thus.		
6	developed. It may be in the generic or it	6	not in his testimony and, thus, is beyond		
7	may only be language we offer when asked	7	the scope of why we're here today		
8	Q What did you mean when you spoke of	8	MS JOYCE Counsel I really		
9	agreements frozen by the Interim Rules	9	don't think that your characterization of		
10	Order ⁹	10	the agreement or my line of questioning is		
11	A It's my understanding that if there's an	11	fan I'm asking him about the foundation		
12	interconnection agreement that has frozen	12	on which he came to the conclusion that		
13	elements so then the agreement's I	13	there's a lack of interest. This is a new		
14	guess frozen in time I guess it's kind	14	statement that's appearing here in this		
15	of like when the music stops when you're	15	testimony that wasn't in June and I'm		
16	playing musical chairs you know, so	16	trying to establish why he thinks there's		
17	Q Do you know what a frozen element is? Can	17	a lack of interest given the legal		
18	you tell me what	18	environment in which we're operating and		
19	A Only I'm speaking purely from	19	on which Mr Fogle is testifying And so		
20	conjuncture I mean, a frozen element is	20	I have no intention of rehashing old		
21	an element that's in dispute, in other	21	issues, but I do think I am entitled to an		
22	words my guess. UNE-P is probably a	22	answer about why Mr Fogle believes		
23	frozen element - I don't really know - I'm	23	there's a lack of interest - I think		
24	not as familiar with those parts of the	24	that's entirely fair		
25	interconnection agreements or the disputes	25	MR CULPEPPER He answered that		

10 (Pages 331 to 334)

	Page 3	35	F	age	337
1	question though	1	that		
2	MS JOYCE I don't think he did	2	Were you involved in the		
3	answer the question I out You know I	3	negotiations in Georgia by which these		
4	was very careful I can't show you, but	4	three to four CLECs obtained		
5	this is new and I've been assured that	5	interconnection language that permitted		
6	it's new. It did not appear earlier, and	6	the DSL over UNE scenario?		
7	he's chosen because, as he testified 20	7	A I wasn't involved in the negotiations		
8	minutes ago BellSouth's position has	8	directly, although I was involved in the		
9	changed somewhat on this issue perhaps in	9	development of the language and the		
10	response to a Joint Petitioner changing	10	position and also the operational and the		
11	their position. I don't know but this is	11	technical procedures that we had to put in		
12	something new and to use the vernacular	12	place to be able to offer the DSL service		
13	it's fair game. He has stated there's a	13	over UNE-P		
14	lack of interest, which clearly supports	14			
15	BellSouth's position that not providing	15	100k ⁹		i
16	its DSL service over the CLPs' UNE	16	A I believe, for reasons other than just		
17	facilities is not anticompetitive. He has	17	this one that overall negotiations with		
18	raised this issue, and I'm entitled to ask	18	MCI took several months		
19	him about this statement. I'm not trying	19	Q Did you participate in the negotiations in		
20	to rehash some other	20	Louisiana on the same point?		
21	MR CULPEPPER Okay Well,	21	A Again, helped develop the language I		
22	let's let's I think he's been	22	don't I don't recall whether I was		
23	asked a question, but since it's right	23	actually on the phone with the other CLECs		
24	here on this page 15 ask him again about	24	or not during the negotiations, but helped		
25	the basis well, just ask him the	25	the language and the process with which we		
	Page 3	36	E	age	338
1	question again	1	would comply with the order and make DSL		
2	Q Where to begin Let me ask you this The	2	over UNE-P available		
3	sentence that begins, this lack of	3	Q Do you know how long those negotiations		
4	interest by a majority of the CLPs	4	took'?		
5	A Okay What page is that on, again?	5	A I don't know Like I said, there's been a		
6	Q We're on 15, line 3	6	number of different CLECs and so a lot of		
7	A Okay Yes	7	times they're negotiating multiple issues.		
8	Q That sentence does that apply to North	8	not just the one in particular. So some		
9	Carolina only?	9	may have been only a few weeks, some may		
10	A No It applies to multiple states	10	have been a few months. In some, it just		
	Q In how many states are CLPs able to engage	11	may have been just a matter of just		
12	in the DSL over UNE scenario?	12	adopting the existing language as it was		
13	A It varies by state Obviously DSL over	13	available So I don't I'm not		
14	UNE-P is available in various forms in	14	involved directly in the day-to-day		
15	Kentucky and in Georgia and in Louisiana	15	negotiations with the CLECs		
16	And DSL to end-user customers, whether	16		•	
17	they have UNE-P or UNE-L, is available in	17	came out'		
18	Florida, but we don't actually provision	18	A I believe only a few months ago		
19	it on top on the UNE-P as you phrased	19	Q And do you know when the new pick and		
20	it It's a separate facility	20	choose rule came out?		
21	Q So that's four states?	21	A Sometime over the summer I guess		
22	A Four states, that is correct	22	Q Do you know whether any CLEC in Florida		
	Q And the BellSouth region has nine states?	23	has requested DSL over UNE-P language		
24	A That is correct	24	since those orders came out?		
I	Q Does any CLP in North Carolina strike		A I don't know if that's the case		

11 (Pages 335 to 338)

1	Page 339)	Page	341
1	Q Do you know how many CLECs in Florida had	1	Interim Rules Order or the pick and choose	
2	requested that language before those	2	rule, there has been a law passed by the	
3	orders came out?	3	Kentucky legislature that has told the	
4	A All of the ones who requested it were able	4	state PSE they don't have jurisdiction	
5	to adopt the language before the order	5	over DSL And so the result we're not	
6	came out Like I said, it's a matter of	6	in compliance with that law we're not	
7	15 to 20	7	offering any new DSL over UNE-P	
8	Q And in Kentucky you said there are five	8	agreements, but there are some existing	
9	or six CLECs right now that are doing DSL	9	agreements that were grandfathered	
10	over UNE-P When had those requests been	10	Q Has the Kentucky PSC rescinded, taken	
11	made for those CLECs to get that	11	back, its DSL over UNE order?	
12	language ⁹	12	A I don't believe that they have but I do	
13	A I believe it was prior that it was	13	believe that the law nullified it	
14	would have been either late last year or	14		
15	part of this year	15	understanding of	
16	Q Do you think a CLEC in Florida could	16	A My understanding, yes	
17 18	today today December 7th, get DSL over	17	Q On page 16 of your November 12th	
19	UNE language in their agreement?	18 19	testimony again this is new a new	
20	A Well, the agreement language in Florida is	20	bit of testimony you state at lines 13	
21	a little different. The original arbitration order we had was with FDN, and	21	to 15 that this Commission requested that	
22	then there was an additional. I guess	22	the issue be addressed and decided by the entire Commission in a generic	
23	hearing that was brought by FCCA, but the	23	proceeding Do you see that?	
24	language specifically requires us to offer	24	A Yes I do	
25	our DSL services to end users who have	25	Q And by "this Commission," are you	
	Page 340			342
_		_		, , , ,
1	either UNE-P or UNE-L And the reason	1	referring to the North Carolina Utilities	
2	behind that is because FDN was a UNE-L	2	Commission'	
3 4	provider, didn't use UNE-P	3	A Yes	
5	And so what BellSouth does is	4 5	Q Do you know the procedural status of that case?	
6	provisions DSL over a separate facility or	6		
7	separate line There's actually two lines going into the home That's how we handle	7	A I don't believe any procedures have been	
8	the order in Florida because we have to	8	set up I don't know if it's been the docket has been established or any dates	
9	support UNE-P and UNE-L It's complex	9	have been set for that	
	And so that language again the		Q And what does the term "generic" mean to	
110		<u> </u>		
10	same as I talked about for Louisiana of		you in this sense?	
11	same as I talked about for Louisiana if there's an interconnection agreement that	11	you in this sense? A. A generic proceeding is a proceeding that	
11 12	there's an interconnection agreement that	11 12	A A generic proceeding is a proceeding that	
11	there's an interconnection agreement that is not frozen by the IRO or if a CLEC	11 12 13	A A generic proceeding is a proceeding that goes in front of the Commission that would	
11 12 13	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its	11 12	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally	
11 12 13 14	there's an interconnection agreement that is not frozen by the IRO or if a CLEC	11 12 13 14	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally Q Would the decision apply to the	
11 12 13 14 15	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its entirety, then keeping with the pick	11 12 13 14 15	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally	
11 12 13 14 15 16 17	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its entirety, then keeping with the pick and choose rule then it's available. But	11 12 13 14 15 16	 A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally Q Would the decision apply to the petitioners in this arbitration? A Yes it would 	
11 12 13 14 15 16 17 18	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its entirety, then keeping with the pick and choose rule then it's available. But I don't know like I said. I don't know.	11 12 13 14 15 16	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally Q Would the decision apply to the petitioners in this arbitration?	
11 12 13 14 15 16 17 18 19 20	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its entirety, then keeping with the pick and choose rule then it's available. But I don't know like I said. I don't know without looking at the interconnection.	11 12 13 14 15 16 17 18 19 20	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally Q Would the decision apply to the petitioners in this arbitration? A Yes it would Q On page 18 of this same testimony at lines	
11 12 13 14 15 16 17 18 19 20 21	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its entirety, then keeping with the pick and choose rule then it's available. But I don't know like I said. I don't know without looking at the interconnection agreements to know if there's one that exists like that Q. And the same question as to Kentucky, do	11 12 13 14 15 16 17 18 19 20 21	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally Q Would the decision apply to the petitioners in this arbitration? A Yes it would Q On page 18 of this same testimony at lines 11 to 13 you state that BellSouth is not obligated to provide DSL service over UNE facilities in several states, including	
11 12 13 14 15 16 17 18 19 20 21 22	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its entirety, then keeping with the pick and choose rule then it's available. But I don't know like I said. I don't know without looking at the interconnection agreements to know if there's one that exists like that Q. And the same question as to Kentucky, do you know whether a CLEC today. December	11 12 13 14 15 16 17 18 19 20 21 22	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally Q Would the decision apply to the petitioners in this arbitration? A Yes it would Q On page 18 of this same testimony at lines 11 to 13 you state that BellSouth is not obligated to provide DSL service over UNE facilities in several states, including North Carolina Do you see that?	
11 12 13 14 15 16 17 18 19 20 21 22 23	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its entirety, then keeping with the pick and choose rule then it's available. But I don't know like I said. I don't know without looking at the interconnection agreements to know if there's one that exists like that Q. And the same question as to Kentucky, do you know whether a CLEC today. December 7th, in Kentucky could get that	11 12 13 14 15 16 17 18 19 20 21 22 23	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally Q Would the decision apply to the petitioners in this arbitration? A Yes it would Q On page 18 of this same testimony at lines 11 to 13 you state that BellSouth is not obligated to provide DSL service over UNE facilities in several states, including North Carolina Do you see that? A Yes	
11 12 13 14 15 16 17 18 19 20 21 22 23 24	there's an interconnection agreement that is not frozen by the IRO or if a CLEC wanted to, you know adopt it in its entirety, then keeping with the pick and choose rule then it's available. But I don't know like I said. I don't know without looking at the interconnection agreements to know if there's one that exists like that Q. And the same question as to Kentucky, do you know whether a CLEC today. December	11 12 13 14 15 16 17 18 19 20 21 22	A A generic proceeding is a proceeding that goes in front of the Commission that would apply to all CLECs universally Q Would the decision apply to the petitioners in this arbitration? A Yes it would Q On page 18 of this same testimony at lines 11 to 13 you state that BellSouth is not obligated to provide DSL service over UNE facilities in several states, including North Carolina—Do you see that?	

12 (Pages 339 to 342)

	Pag	je 343	Page 345
1	obligated to provide its DSL service in	1	tariffed at the FCC obviously you're
2	North Carolina'	2	subject to the jurisdiction of the FCC and
3	MR CULPEPPER Object to the form	3	the tariffs that you write there so to
4	of the question	4	my mind that's regulated
5	Q To be more clear let me reread the	5	There are other services and data
6	sentence You say that BellSouth is not	6	services that we have both tarrifed as
1 7	obligated to provide its DSL service over	7	interstate access services or intrastate
8	the UNE facilities in North Carolina	8	
9	Is your position that or may I	9	access services that we tariff at the
10	characterize that as not currently	10	state commissions or at the FCC Those
11	obligated to do so'	11	• 0
12	MR CULPEPPER The same	12	when beingouth wanted to one.
13	objection	13	
14	A We don't have an order in North Carolina	14	
15		15	0
16	requiring us to provide our DSL service		
17	over UNE-P or UNE-L or any other UNE	16	
	facilities, so that's what I mean by we're	17	The formal and the same and the
18	not obligated There's no order in North	18	
19	Carolina that requires us to do so	19	5
20	Q At page 19 of this testimony at lines 9 to	20	
21	12, essentially, you state that in a	21	.,
22	deregulated do you have that?	22	F
23	A Yes I do	23	
24	Q In a deregulated, competitive environment,	2 4	
25	BellSouth, as well as any competitor, does	25	Q Is this understanding based on your own
	Pag	e 344	' Page 346
1	not seek, nor is it required to have	1	read of various rules in this industry?
2	express permission from any regulatory	2	A Just various rules and as well as
3	body for the terms and conditions with	3	experience in that I've seen large
4	which it chooses to offer its services	4	regulatory hurdles with some products
5	What do you mean by "deregulated"	5	where you have a tremendous amount of work
6	in this sentence?	6	that you have to do with the regulatory
7	A BellSouth offers DSL services, a number of	7	bodies to roll out new products and
8	different DSL services There's an	8	services and the actual tariffing is a
9	internet service called FastAccess, which	9	key port part of the service
10	is an enhanced service offering. It's an	10	
11	IP-based enhanced service offering It's	11	in a nonregulated or competitive
12	completely unregulated. And so my use of	12	
13	the word deregulated was simply referring	13	U
14	to flavors of BellSouth DSL products that	14	
15	operate in a completely unregulated	15	
16	environment	16	
		17	
17	Q On what do you base your understanding		
17 18	Q On what do you base your understanding about the degree to which BellSouth is	18	What do you mean by the term "competitive
	about the degree to which BellSouth is	18 19	
18	about the degree to which BellSouth is deregulated?	19	environment"?
18 19 20 21	about the degree to which BellSouth is deregulated? A I base that based on the number of rules	19 20	environment"? A The broadband services environment that
18 19 20	about the degree to which BellSouth is deregulated? A I base that based on the number of rules that we have to follow, depending on which	19 20 21	environment"? A The broadband services environment that BellSouth competes in is a highly
18 19 20 21	about the degree to which BellSouth is deregulated? A I base that based on the number of rules	19 20 21 22	environment"? A The broadband services environment that BellSouth competes in is a highly competitive environment. There's a
18 19 20 21 22	about the degree to which BellSouth is deregulated? A I base that based on the number of rules that we have to follow, depending on which products and services that we're dealing	19 20 21	environment"? A The broadband services environment that BellSouth competes in is a highly competitive environment. There's a tremendous number of intermodal.

13 (Pages 343 to 346)

]	Page 347		Page	349
1	A An intermodal competitor as it's termed	1	1 /	A I don't I know that there's some FCC	
2	in broad is used in broadband is a	2	2	reports that talk about broadband	
3	competitor that uses a different	3	3	competition that go into some detail in	
4	technology to offer a similar service to	4	4	terms of numbers of competitors in each	
5	compete		5	state I just can't come up with the	
6	The classic example is cable modem	6	6	figures right here	
7	service. It uses an underlying technology			Q Do you know what BellSouth's current	
ៜ	different than DSL, but the end users'		3	market share is of the broadband market?	
9	service, their broadband service or cable		9	MR CULPEPPER Object to the	
10	modem or DSL, is very very similar and	1		question This wasn't I mean where	
11	they choose them as substitute products	1		is this coming from in his testimony?	
12	for each other	1		MS JOYCE He stated that there	
13	Q Are there any other kinds of intermodal	1		is a deregulated, competitive	
14	service')	1		environment I'm allowed to understand	
15	A Intermodal broadband services?	1		what his understanding is of the word	
16	Q Yes	1		competitive environment because it has	
17 18	A Yes There's satellite broadband	1		several meanings	
19	service. There are fixed wireless	1		MR CULPEPPER Back on page 19?	
20	broadband services There are mobile	1		MS JOYCE 19, lines 9 to 10	
21	wireless broadband services as well as ATM			A In the broadband market space. BellSouth	
22	frame relay, ISDM, metro ethernet, giga	2 2		has less than 50-percent market share of	
23	bit ethernet, any type enter into a broadband space			broadband services	
24	Q How many entities other than BellSouth	2		Q Do you know what BellSouth's market share is of DSL services?	
25	provide broadband services over the			A Within the DSL technology segment of the	
2 3	provide oroldoland services over the	۷. ا	<i>J</i> ,	A within the DSL technology segment of the	
		Page 348		Page	350
1	telephone network in North Carolina?		1	broadband mankatalass at vouse annual and	
2	A I'm going to have to ask some clarifying	_		broadband marketplace, it varies anywhere	
3			2	from 70 to 90 percent where BellSouth has	
1 4	questions	3	3	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you	
4	Q Not resellers	3 4	3 4	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share	
5	Q Not resellersA You say entities offering broadband over	3 4	3 4 5 (from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share Q Is that region wide?	
5 6	Q Not resellersA You say entities offering broadband over the phone network that's not BellSouth	3 4	3 4 5 (from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on	
5 6 7	Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based	3 4 5	3 4 5 (6 7	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have	
5 6 7 8	Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you	3 4 5 6	3 4 5 (6 7 8	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural	
5 6 7 8 9	Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your	3 4 5 7 8	3 4 5 (6) 7 8	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be	
5 6 7 8 9	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based 	3 4 5 7 8 8	3 4 5 (6 7 7 8 9	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused.	
5 6 7 8 9 10	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is 	3 5 6 7 8 9 1 1	3 4 5 6 7 8 9 0	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share Is that region wide? It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would.	
5 6 7 8 9 10 11 12	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or 	3 5 6 7 8 9 1 1	3 4 5 7 8 9 0 1 2	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower.	
5 6 7 8 9 10 11 12 13	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has 	3 5 6 7 8 3 1 1 1	3 4 5 6 7 8 9 0 1 2	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. Q On a region-wide basis could you provide.	
5 6 7 8 9 10 11 12 13 14	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and 	3 5 6 7 8 9 1 1 1 1	3 4 5 6 7 8 9 0 1 2 3 4	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. Q On a region-wide basis, could you provide me a range of what DSL's market share is	
5 6 7 8 9 10 11 12 13 14 15	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own 	3 5 6 7 8 1 1 1 1 1	3 4 5 7 8 9 0 1 2 3 4 5	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis, could you provide me a range of what DSL's market share is in the DSL market?	
5 6 7 8 9 10 11 12 13 14 15 16	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either 	1 1 1 1 1	33 44 66 77 73 89 90 11 22 45 66 76 76 76 76 76 76 76 76 76 76 76 76	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis, could you provide me a range of what DSL's market share is in the DSL market? A In the DSL technology, not DSL itself.	
5 6 7 8 9 10 11 12 13 14 15 16 17	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either constructed their own fiber their own 	1 1 1 1 1 1	33 44 77 33 90 12 34 45 67	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis could you provide me a range of what DSL's market share is in the DSL market? A In the DSL technology, not DSL itself is not a market. It is in the range of 80.	
5 6 7 8 9 10 11 12 13 14 15 16 17	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either constructed their own fiber their own copper, or hybrid fiber coax facilities. 	1 1 1 1 1 1 1	33 44 56 67 73 89 01 22 45 67 8	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis could you provide me a range of what DSL's market share is in the DSL market? A In the DSL technology, not DSL itself is not a market. It is in the range of 80 to 85 percent.	
5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either constructed their own fiber their own copper, or hybrid fiber coax facilities and compete using their own 	1 1 1 1 1 1 1 1	34 56 77 89 01 23 4 56 78 9 9	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share Is that region wide? It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. On a region-wide basis could you provide me a range of what DSL's market share is in the DSL market? In the DSL technology not DSL itself is not a market. It is in the range of 80 to 85 percent. Do you know what the standard is to assess	
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either constructed their own fiber their own copper, or hybrid fiber coax facilities and compete using their own Q How many facilities-based entities other 	1 1 1 1 1 1 1 2	3 4 6 7 7 3 9 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 1 2 3 4 5 6 7 8 9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis could you provide me a range of what DSL's market share is in the DSL market? A In the DSL technology not DSL itself is not a market. It is in the range of 80 to 85 percent. 2 Do you know what the standard is to assess market power in an antitrust sense?	
5 6 7 8 9 10 11 12 13 14 15 16 17 18	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either constructed their own fiber their own copper, or hybrid fiber coax facilities and compete using their own Q How many facilities-based entities other than BellSouth provide broadband in North 	1 1 1 1 1 1 2 2	34 45 67 73 90 12 34 56 79 90 1	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis could you provide me a range of what DSL's market share is in the DSL market? A In the DSL technology not DSL itself is not a market. It is in the range of 80 to 85 percent. 2 Do you know what the standard is to assess market power in an antitrust sense? MR CULPEPPER. Object to the form	
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either constructed their own fiber their own copper, or hybrid fiber coay facilities and compete using their own Q How many facilities-based entities other than BellSouth provide broadband in North Carolina? 	1 1 1 1 1 1 1 2 2	3 4 6 6 7 7 8 9 0 1 2 3 4 4 5 6 7 8 9 0 1 2	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis could you provide me a range of what DSL's market share is in the DSL market? A In the DSL technology not DSL itself is not a market. It is in the range of 80 to 85 percent. 2 Do you know what the standard is to assess market power in an antitrust sense? MR CULPEPPER. Object to the form of the question.	
5 6 7 8 9 10 11 12 13 14 15 16 17 18 20 21 22	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either constructed their own fiber their own copper, or hybrid fiber coax facilities and compete using their own Q How many facilities-based entities other than BellSouth provide broadband in North 	1 1 1 1 1 1 1 2 2 2	33 44 56 67 39 01 23 45 67 89 01 23 45 67 89 90 12 34	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis could you provide me a range of what DSL's market share is in the DSL market? A In the DSL technology not DSL itself is not a market. It is in the range of 80 to 85 percent. 2 Do you know what the standard is to assess market power in an antitrust sense? MR CULPEPPER. Object to the form of the question A I have some familiarity with it, but I	
5 6 7 8 9 10 11 12 13 14 15 16 17 18 20 21 22 23 24	 Q Not resellers A You say entities offering broadband over the phone network that's not BellSouth Are you referring to facility-based competitors? Are you Q We can start there Tell me what your understanding of a facility-based competitor is A A facility-based competitor is a CLEC or in North Carolina it's a CLP that has constructed their own facilities and provides their services over their own network facilities. They've either constructed their own fiber their own copper, or hybrid fiber coax facilities and compete using their own Q How many facilities-based entities other than BellSouth provide broadband in North Carolina? A I don't know the answer to the number in 	1 1 1 1 1 1 2 2 2	3 4 6 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 4 5 6 7 8 9 0 1 2 3 4 4 5 6 7 8 9 0 1 2 3 4 4 6 6 7 8 9 0 1 2 3 4 6 6 7 8 9 0 1 2 2 3 4 6 6 7 8 9 0 1 2 2 3 4 6 7 8 9 0 1 2 2 3 4 6 7 8 9 9 0 1 2 2 3 4 6 7 8 9 9 0 1 2 2 3 4 6 7 8 9 9 0 1 2 2 3 4 6 7 8 9 9 0 1 2 2 3 4 6 7 8 9 9 0 1 2 2 3 4 6 7 8 9 9 0 1 2 2 3 4	from 70 to 90 percent where BellSouth has that type of penetration or. I guess you could say technology share 2 Is that region wide? A It varies from state to state depending on the level of competition that we have Some competitors choose not to be in rural areas so our market share might be higher. Some competitors are more focused on urban areas, so our market share would be lower. 2 On a region-wide basis could you provide me a range of what DSL's market share is in the DSL market? A In the DSL technology not DSL itself is not a market. It is in the range of 80 to 85 percent. 2 Do you know what the standard is to assess market power in an antitrust sense? MR CULPEPPER. Object to the form of the question.	

14 (Pages 347 to 350)

	Page :	351	Page 353
1	Q So is it fair to characterize your	1	FastAccess, then the end user of
2	testimony at lines 9 through 10 that	2	Fast Access service is the customer of
3	you're referring to the broadband market	3	record for FastAccess
4	as a whole with all of the various	4	Q By "end user", do you mean a natural
5	technologies used to provide broadband?	5	person ⁹
6	A Yes	6	A Yes or a natural business I guess
7	Q Also on page 19 lines 23 to 24, you state	7	Q Can BellSouth charge an end user for
8	that the Commission rather this	9	services that it provides to them?
9	Commission has never and could not be	9	MR CULPEPPER Object to the form
10	expected to require BellSouth to provide	10	
11	its DSL services at no charge to end-user		A I think BellSouth offers its services with
12	customers Do you see that'?	12	
13	A Yes	13	
$\begin{vmatrix} 13\\14\end{vmatrix}$		14	• • • • • • • • • • • • • • • • • • • •
15	Q What do you mean by could not be expected to?	15	
16		16	(
17	A In this particular case I believe what	17	•
18	the petitioners are asking for is some	18	•
19	form of punishment that BellSouth offer a		
20	service free of charge, in other words not		A You're referring to FastAccess service?
	collect revenues for the services, until	20	•
21	this issue is resolved to the satisfaction		A Okay
22	of the Joint Petitioners	22	
23	And my statement and my testimony	23	•
24	is that we're in full compliance with the	24	
25	existing orders, both at the federal and	25	ahead
1			
	Page :	352	. Page 354
1	Page : the state level And since there's no	352 1	Page 354 Q Are there states in which strike
1 2	the state level. And since there's no	_	
	the state level. And since there's no punishment that is justified in this	1	Q Are there states in which strike that
2	the state level. And since there's no	1 2	Q Are there states in which strike that If Ms Smith is receiving DSL over
2 3	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be	1 2 3	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be
2 3 4	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment	1 2 3 4	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service
2 3 4 5	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since	1 2 3 4 5	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be
2 3 4 5 6	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong	1 2 3 4 5 6	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes
2 3 4 5 6 7	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong Q. When BellSouth provides DSL services over	1 2 3 4 5 6 7	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith
2 3 4 5 6 7 8	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong	1 2 3 4 5 6 7 8	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she
2 3 4 5 6 7 8 9	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong Q. When BellSouth provides DSL services over UNEs, who is its customer'? A. For which service'?	1 2 3 4 5 6 7 8 9	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives?
2 3 4 5 6 7 8 9	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service	1 2 3 4 5 6 7 8 9 10	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes
2 3 4 5 6 7 8 9 10 11 12	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we	1 2 3 4 5 6 7 8 9	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates?
2 3 4 5 6 7 8 9 10 11 12 13	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service.	1 2 3 4 5 6 7 8 9 10 11 12 13	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and
2 3 4 5 6 7 8 9 10 11 12 13	the state level. And since there's no punishment that is justified in this situation, and that's so this. Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs.	1 2 3 4 5 6 7 8 9 10 11 12 13	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies
2 3 4 5 6 7 8 9 10 11 12 13 14 15	the state level. And since there's no punishment that is justified in this situation, and that's so this. Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user.	1 2 3 4 5 6 7 8 9 10 11 12 13 14	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	the state level. And since there's no punishment that is justified in this situation, and that's so this. Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state. Q In that scenario can you think of a
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is not typically sold to end-user customers.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state Q In that scenario can you think of a reason why the CLP that serves or the CLEC.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is not typically sold to end-user customers. So if you're referring to BellSouth's	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state Q In that scenario can you think of a reason why the CLP that serves or the CLEC that serves Ms. Smith should be charged.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is not typically sold to end-user customers. So if you're referring to BellSouth's tariffed DSL service if it's available.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state. Q In that scenario can you think of a reason why the CLP that serves or the CLEC that serves Ms. Smith should be charged anything by BellSouth with regard to the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is not typically sold to end-user customers. So if you're referring to BellSouth's tariffed DSL service if it's available over a UNE-P, then the customer would be	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 20	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state. Q In that scenario can you think of a reason why the CLP that serves or the CLEC that serves Ms. Smith should be charged anything by BellSouth with regard to the DSL service?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	the state level. And since there's no punishment that is justified in this situation, and that's so this Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is not typically sold to end-user customers. So if vou're referring to BellSouth's tariffed DSL service if it's available over a UNE-P, then the customer would be the internet service provider who's	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state. Q In that scenario can you think of a reason why the CLP that serves or the CLEC that serves Ms. Smith should be charged anything by BellSouth with regard to the DSL service? MR CULPEPPER Object to the form
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	the state level. And since there's no punishment that is justified in this situation, and that's so this. Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is not typically sold to end-user customers. So if vou're referring to BellSouth's tariffed DSL service if it's available over a UNE-P, then the customer would be the internet service provider who's purchased that service, which could be	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state. Q In that scenario can you think of a reason why the CLP that serves or the CLEC that serves Ms. Smith should be charged anything by BellSouth with regard to the DSL service? MR CULPEPPER Object to the form of the question.
2 3 4 5 6 7 8 9 10 111 12 13 14 15 16 17 18 19 20 21 22 23	the state level. And since there's no punishment that is justified in this situation, and that's so this. Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is not typically sold to end-user customers. So if vou're referring to BellSouth's tariffed DSL service if it's available over a UNE-P, then the customer would be the internet service provider who's purchased that service, which could be Earthlink. It could also be BellSouth's	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 20 21 22 23	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state. Q In that scenario can you think of a reason why the CLP that serves or the CLEC that serves Ms. Smith should be charged anything by BellSouth with regard to the DSL service? MR CULPEPPER Object to the form of the question.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 6 17 18 19 20 21 22	the state level. And since there's no punishment that is justified in this situation, and that's so this. Commission should not be could not be expected to basically levy a punishment against BellSouth in the situation since we've done nothing wrong. Q. When BellSouth provides DSL services over UNEs, who is its customer? A. For which service? Q. The DSL service. A. We have two flavors of DSL service that we sell. We have a wholesale DSL service that is sold to an ISP. And then the ISPs sell their services to end-user customers. Our wholesale DSL service is not typically sold to end-user customers. So if vou're referring to BellSouth's tariffed DSL service if it's available over a UNE-P, then the customer would be the internet service provider who's purchased that service, which could be	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Q Are there states in which strike that If Ms Smith is receiving DSL over UNEs, then you understand that she must be getting service from a non-DSL service from a CLP or a CLEC, isn't that right? A Yes Q Could BellSouth be charging Ms Smith directly for the DSL service that she receives? A Yes Q Would these be retail market-based rates? A It would depend on the terms and conditions of the service. It varies somewhat by state to state Q In that scenario can you think of a reason why the CLP that serves or the CLEC that serves Ms. Smith should be charged anything by BellSouth with regard to the DSL service? MR CULPEPPER Object to the form of the question A I guess I'm not sure about your question Could you rephrase it for me in terms

15 (Pages 351 to 354)

1 2 3	Page 35	5	Page 357:
2	collecting money from who	1	service over the CLEC's UNE
	Q All right In my scenario	2	Q Does BellSouth provide DSL over UNEs in
	A Yes	3	any state absent a state commission order?
4	Q BellSouth is providing DSL over UNEs to	4	A No
5	Ms Smith	5	Q Can you explain why the CLEC would be a
6	A Okav	6	cost causer when the DSL over a UNE
7	Q And we've established BellSouth is	7	situation is implemented?
8	•	8	A From a cost causer perspective BellSouth
9	charging Ms. Smith money for that DSL	9	didn't introduce this language didn't ask
10	Service	10	for this requirement so the CLECs are
11	A That we have a separate agreement with Ms Smith for her DSL service that's	11	wanting BellSouth to continue to offer
12	completely independent other than the fact	12	their DSL service And CLECs are
13	it's over the UNE So we have a contract	13	benefiting from those rules and those
14	with her for what she's paving us'	14	orders and it's BellSouth that's having
15	Q Yes	15	to incur all the costs
16			Q In the Ms Smith scenario
17	A Okay Q And because UNEs are involved then		A Uh-huh
18	clearly there's a CLEC that is also	18	
19	serving Ms. Smith	19	from BellSouth?
20	A Uh-huh	20	A Ms Smith
21		21	
	Q Leasing these UNEs from BellSouth A Yes	22	which a regulated entity would impose the
23	Q And that's the typical arrangement, that	23	costs of legal compliance on a third party
24	the CLEC leases these UNEs from	24	who is not their direct customer?
25	BellSouth	25	MR CULPEPPER Object to the form
[23	DeliSouth	23	WIR COLLETTER Object to the form
	Page 35	66	Page 358
1	Can you think of a reason that the	1.	of the question
2	CLEC would need to pay BellSouth any money	2	
3	all and and the DCI and and that		A I'm not even sure what that means, let
	with respect to the DSL service that	3	A I'm not even sure what that means, let alone be able to come up with an example
4	BellSouth is providing to Ms Smith?	3 4	alone be able to come up with an example Q Well, I think we've established that
4 5	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had	3	alone be able to come up with an example Q Well, I think we've established that BellSouth has been ordered in several
4 5 6	BellSouth is providing to Ms Smith?	3 4 5 6	alone be able to come up with an example Q Well, I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state
4 5 6 7	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've	3 4 5 6 7	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission—And in the scenario that I
4 5 6 7 8	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to	3 4 5 6 7 8	alone be able to come up with an example Q Well, I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission—And in the scenario that I presented to you Ms. Smith would have
4 5 6 7 8 9	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders, in both manual.	3 4 5 6 7 8 9	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the
4 5 6 7 8 9	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders, in both manual reworking, facility in records.	3 4 5 6 7 8 9	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for
4 5 6 7 8 9 10	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So	3 4 5 6 7 8 9 10 11	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services.
4 5 6 7 8 9 10 11 12	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders, in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur.	3 4 5 6 7 8 9 10 11 12	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct.
4 5 6 7 8 9 10 11 12 13	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer	3 4 5 6 7 8 9 10 11 12 13	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct Q. You've also opined on the fact that a CLEC
4 5 6 7 8 9 10 11 12 13 14	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in	3 4 5 6 7 8 9 10 11 12 13 14	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct Q. You've also opined on the fact that a CLEC in that instance was a cost causer because.
4 5 6 7 8 9 10 11 12 13 14 15	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders.	3 4 5 6 7 8 9 10 11 12 13 14 15	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct Q. You've also opined on the fact that a CLEC in that instance was a cost causer because BellSouth expended resources to comply
4 5 6 7 8 9 10 11 12 13 14 15 16	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the	3 4 5 6 7 8 9 10 11 12 13 14 15 16	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct. Q. You've also opined on the fact that a CLEC in that instance was a cost causer because. BellSouth expended resources to comply with a commission order.
4 5 6 7 8 9 10 11 12 13 14 15 16	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the CLECs are the ones who want us to provide.	3 4 5 6 7 8 9 10 11 12 13 14 15 16	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct. Q. You've also opined on the fact that a CLEC in that instance was a cost causer because BellSouth expended resources to comply with a commission order. A. Yes.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the CLECs are the ones who want us to provide service they're not wanting to provide.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct. Q. You've also opined on the fact that a CLEC in that instance was a cost causer because BellSouth expended resources to comply with a commission order. A. Yes. Q. I'm just wondering if there's any other.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders, in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the CLECs are the ones who want us to provide service they're not wanting to provide themselves. So it's possible that a	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct. Q. You've also opined on the fact that a CLEC in that instance was a cost causer because BellSouth expended resources to comply with a commission order. A. Yes. Q. I'm just wondering if there's any other industry in which a third party must.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the CLECs are the ones who want us to provide service they're not wanting to provide themselves. So it's possible that a commission or somebody could construe that	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct Q. You've also opined on the fact that a CLEC in that instance was a cost causer because BellSouth expended resources to comply with a commission order. A. Yes Q. I'm just wondering if there's any other industry in which a third party must reimburse a regulated entity for the tasks.
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the CLECs are the ones who want us to provide service they're not wanting to provide themselves. So it's possible that a commission or somebody could construe that since the cost causer is the CLEC who has	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct Q. You've also opined on the fact that a CLEC in that instance was a cost causer because BellSouth expended resources to comply with a commission order. A. Yes Q. I'm just wondering if there's any other industry in which a third party must reimburse a regulated entity for the tasks it performs in complying with legal.
4 5 6 7 8 9 10 111 122 13 144 155 166 177 188 199 20 21 22	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the CLECs are the ones who want us to provide service they're not wanting to provide themselves. So it's possible that a commission or somebody could construe that since the cost causer is the CLEC who has brought this into an arbitration.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct. Q. You've also opined on the fact that a CLEC in that instance was a cost causer because. BellSouth expended resources to comply with a commission order. A. Yes. Q. I'm just wondering if there's any other industry in which a third party must reimburse a regulated entity for the tasks it performs in complying with legal orders'?
4 5 6 7 8 9 10 111 122 13 144 15 16 177 188 199 200 21 22 23	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the CLECs are the ones who want us to provide service they're not wanting to provide themselves. So it's possible that a commission or somebody could construe that since the cost causer is the CLEC who has brought this into an arbitration. BellSouth was not willing to incur these	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct. Q. You've also opined on the fact that a CLEC in that instance was a cost causer because. BellSouth expended resources to comply with a commission order. A. Yes. Q. I'm just wondering if there's any other industry in which a third party must reimburse a regulated entity for the tasks it performs in complying with legal orders' MR. CULPEPPER. Same objection
4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	BellSouth is providing to Ms. Smith? A. I know that in situations where we've had to do DSL over UNE-P or DSL with UNEs in Florida or in Louisiana or Georgia, we've expended a considerable amount of money to comply with those orders in both manual reworking, facility in records keeping, and a number of things. So BellSouth has essentially had to incur considerable costs to do to offer to continue to offer their service in compliance with these orders. The reason for that is because the CLECs are the ones who want us to provide service they're not wanting to provide themselves. So it's possible that a commission or somebody could construe that since the cost causer is the CLEC who has brought this into an arbitration.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	alone be able to come up with an example Q Well. I think we've established that BellSouth has been ordered in several four states to do DSL over UNEs by a state commission. And in the scenario that I presented to you. Ms. Smith would have been the instigator of the order for the DSL services. Ms. Smith is paying for those services. A. That's correct. Q. You've also opined on the fact that a CLEC in that instance was a cost causer because. BellSouth expended resources to comply with a commission order. A. Yes. Q. I'm just wondering if there's any other industry in which a third party must reimburse a regulated entity for the tasks it performs in complying with legal orders'?

16 (Pages 355 to 358)

1 I am finished with my direct examination 1 ERRATA SHEET 2 Mr. Culpepper do you have 2	1
2 Mr Culpepper do you have 2	
3 anything? 3 Case name In the Matter	er of
4 CROSS-EXAMINATION 4	
5 BY MR CULPEPPER 5 Joint Petition Ne	swSouth
6 Q Mr Fogle you were asked some questions 6 Communications	s for
7 about I think you were asked one time 7 Arbitration with	BellSouth
8 what is a frozen element?	
9 A Yes 9 Deponent Eric Fogle	
10 Q And are you here to testify as to what is	
11 a frozen element? 11 Date	'
12 A No. I'm not 12	
13 MR CULPEPPER No further 13 PAGE LINE READS	SHOULD READ
14 questions 14 / / /	
15 MS JOYCE Mr Fogle. you'll be 15 / / /	
16 receiving a copy of this transcript And 16 / / /	
17 you will have the right within 30 calendar 17 / / /	
days of receiving it to read it and make 18 / / /	
19 any typographical changes and also to sign 19 / / /	
20 It Do you understand that? 20 / / /	
21 THE WITNESS Yes 21 / / /	
22 MS JOYCE And that if you fail 22 / / /	
23 to sign it within 30 days the transcript 23 / / /	
24 is nonetheless deemed an official 24 / / /	
25 transcript Do you understand that'? 25 / / /	
Page 360	' Page 362
1 THE WITNESS Yes I do 1 SIGNATURE	•
2 MS JOYCE Thank you for coming 2 I Enc Fogle do hereby state under	r oath
that I have read the above and fores	
deposition in as entirely and that the	ie –
5 THE WITNESS Thank you 4 transcript of my testimony	
6 MS JOYCE Off the record 5 Signature is subject to corrections of	on
7 (THE DEPOSITION CONCLUDED AT 1.30 P.M.) attached errata sheet it any	
8 7	
9 3 Fine Fogle	
10	
11 State of	
12	
12 County of 12	
14	
15 Sworn to and subscribed before me	e this
14 day of 20	•
15 17	
18 17 Notary Public	
19	
2.0 My commission expires	1
21 20 20	
22 21	
23	
124	
25 25	

17 (Pages 359 to 362)

	Page 363	
CERTIFICA I E State of North Carolina County of Harnett		•
1 Nicole Ball Plenning a notary public in and for the State of North Carolina do hereby certify that there came before me		
on the 7th day of December 2001, the person hereinbefore named, who was by me duly sworn to testify to the fruit and		
nothing but the truth of his knowledge concerning the matters in controversy in this cause, that the witness was thereupon examined funder oath, the examination		
reduced to typewriting by myself, and the deposition is a true and accurate transcription of the testimony given by		
Hurther certify that I am not counsel for nor in the employment of any of the parties to this action, that I am not		
related by blood or marriage to any of the parties inor am I interested either directly or indirectly, in the results of		
this action In witness whereof. I have hereto set my hand and affixed my official notatiol seal, this the 21st day of December.		
2001		
Micole Ball Fleming Notary Public		,
My commission expues 1/30/05		
		• • • • • • • • • • • • • • • • • • •
		•
		•